



## Notice of Meeting and Meeting Agenda Capital Regional District Board

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Wednesday, February 12, 2025

12:00 PM

6th Floor Boardroom  
625 Fisgard Street  
Victoria, BC

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The Capital Regional District strives to be a place where inclusion is paramount and all people are treated with dignity. We pledge to make our meetings a place where all feel welcome and respected.

### 1. TERRITORIAL ACKNOWLEDGEMENT

### 2. APPROVAL OF THE AGENDA

### 3. ADOPTION OF MINUTES

#### 3.1. [25-0104](#) Minutes of the January 8, 2025 Capital Regional District Board Meeting

**Recommendation:** That the minutes of the Capital Regional District Board meeting of January 8, 2025 be adopted as circulated.

**Attachments:** [Minutes - January 8, 2025](#)

### 4. REPORT OF THE CHAIR

### 5. PRESENTATIONS/DELEGATIONS

*The public are welcome to attend CRD Board meetings in-person.*

*Delegations will have the option to participate electronically. Please complete the online application at [www.crd.bc.ca/address](http://www.crd.bc.ca/address) no later than 4:30 pm two days before the meeting and staff will respond with details.*

*Alternatively, you may email your comments on an agenda item to the CRD Board at [crdboard@crd.bc.ca](mailto:crdboard@crd.bc.ca).*

### 6. CONSENT AGENDA

- 6.1.**      [25-0091](#)      Union of British Columbia Municipalities Emergency Support Services Equipment and Training Grant 2025 - Motion of Support
- Recommendation:**      The Electoral Areas Committee recommends to the Capital Regional District Board:  
1. That the Capital Regional District Board support an application to the Union of British Columbia Municipalities Community Emergency Preparedness for Emergency Support Services Equipment and Training Grant for 2025; and  
2. That Edward Robbins, Chief Administrative Officer, or their duly authorized delegate, be authorized to apply for, negotiate, and execute agreements with the Union of British Columbia Municipalities and receive funds through the Community Emergency Preparedness for Emergency Support Services Equipment and Training Grant and do all things incidental to finalize such agreements and deliver the program.  
(NWA)
- Attachments:**      [Staff Report: UBCM CEPF ESS Training Grant 2025](#)  
[Appendix A: CEPF ESS Equip't & Training Grant 2025 App'n Form](#)
- 6.2.**      [24-1353](#)      Motion with Notice: Speed Limits in Electoral Areas (Director Wickheim)
- Recommendation:**      The Electoral Areas Committee recommends to the Capital Regional District Board:  
Whereas Incorporated areas have the ability to set speed limits to reflect local conditions and hazards, and that Electoral Areas have similar conditions and hazards in select spots,  
Therefore we seek the Capital Regional District Board to advocate to the Province (Ministry of Transportation and Transit) for the ability of Electoral Areas to establish speed limits and hazard signage in their rural areas.  
(NWA)
- Attachments:**      [Memo: Notice of Motion](#)
- 6.3.**      [25-0003](#)      Summary of Recommendations from Other Water Commissions and Committees
- Recommendation:**      [At the January 15, 2025 Regional Water Supply Commission meeting, the following motion arising was carried:]  
The Regional Water Supply Commission recommends to the Capital Regional District Board:  
To request that staff prepare correspondence to the Province to encourage a review of the conditions required for farm status by BC Assessment.  
(NWA)
- Attachments:**      [Summary of Recommendations from other Water Commissions & Committees](#)
- 6.4.**      [25-0029](#)      2025 Appointments Advisory Committee
- Recommendation:**      [At the February 5, 2025 Governance and First Nations Committee, Committee Vice Chair Windsor and Director Brent volunteered to serve on the committee.]  
The Governance and First Nations Relations Committee recommends to the Capital Regional District Board:  
That the membership of the Appointments Advisory Committee for 2025 include Governance and First Nations Relations Committee Chair Little and the following two committee members: Vice Chair Windsor, and Director Brent.  
(NWA)
- Attachments:**      [Staff Report: 2025 Appointments Advisory Committee](#)  
[Appendix A: CRD Appointment of Public Members to External Boards Policy](#)

- 6.5.     [25-0068](#)     First Nations Relations Operational Update
- Recommendation:**   There is no recommendation. This report is for information only.
- Attachments:**       [Staff Report: First Nations Relations Operational Update](#)
- 6.6.     [25-0089](#)     Public Website Redesign Update
- Recommendation:**   There is no recommendation. This report is for information only.
- Attachments:**       [Staff Report: Public Website Redesign Update](#)  
[Appendix A: Presentation](#)  
[Appendix C: Integrations](#)  
[Appendix B Part 1: Design Concept - CRD](#)  
[Appendix B Part 2: Design Concept - CRHC](#)  
[Appendix B Part 3: Design Concept - Panorama Recreation](#)  
[Appendix B Part 4: Design Concept - SEAPARC](#)  
[Appendix B Part 5: Design Concept - Salt Spring Island PARC](#)  
[Appendix B Part 6: Design Concept - PrepareYourself.ca](#)
- 6.7.     [25-0099](#)     Presentation: Jennifer Fox and Allison Dunnet, BC Housing, Jamie Proctor, CRD; Re. Aligning the Federal/Provincial Homelessness Response
- Recommendation:**   There is no recommendation. This presentation is for information only.
- Attachments:**       [Presentation: Aligning Federal/Provincial Homelessness Response](#)
- 6.9.     [24-1337](#)     Motion with Notice: Rural Housing Program Suite Incentive (Director Holman)
- Recommendation:**   [At the February 5, 2025 Hospitals and Housing Committee, Director Holman moved the following amended motion with notice which was seconded:  
"The Hospitals and Housing Committee recommends to the Capital Regional District Board:  
That staff report on the merits of a possible modest incentive for the Housing Now program." (NWA)  
Following discussion, a vote was taken, and the above motion with notice was DEFEATED.]
- There is no recommendation from the Hospitals and Housing Committee.
- Attachments:**       [Memo: Notice of Motion](#)

**6.10.     [25-0076](#)     Remuneration for Juan de Fuca Water Distribution Commission**

**Recommendation:** The Juan de Fuca Water Distribution Commission recommends to the Capital Regional District Board:  
That remuneration for Commissioners of the Juan de Fuca Water Distribution Commission be considered in the next comprehensive review of the Capital Regional District (CRD) Board Remuneration and Travel Expenses Reimbursement Policy.  
(NWA)

**Attachments:**     [Staff Report: Remuneration for Juan de Fuca Water Distribution Commission](#)  
                          [Appendix A: Board Remuneration and Travel Expense Reimbursement Policy](#)  
                          [Appendix B: August 13, 2003 CRD Board Meeting Excerpt](#)  
                          [Appendix C: Excerpts from the Water Supply and Sooke Hills Protection Reg.](#)

**7. ADMINISTRATION REPORTS****7.1.     [24-1320](#)     Canada Housing Infrastructure Fund**

**Recommendation:** That the Capital Regional District Board direct staff to implement a Development Cost Charge rate freeze for Capital Regional District services from April 4, 2024 until April 4, 2027 to allow member municipalities to pursue funding opportunities under the Canadian Housing Infrastructure Fund.  
(NWA)

**Attachments:**     [Staff Report: Canadian Housing Infrastructure Fund](#)  
                          [Appendix A: CHIF-Before you apply-Applicant Guide](#)  
                          [Appendix B: CHIF Frequently Asked Questions](#)

**7.2.     [25-0098](#)     Short-term Biosolids Management Plan - February Update**

**Recommendation:** There is no recommendation. This report is for information only.

**Attachments:**     [Staff Report: Short-term Biosolids Management Plan - February Update](#)

**7.3.     [25-0088](#)     AAP Results & Adoption for Bylaw 4575 - Biodiversity and Environmental Stewardship Coordination Establishing Bylaw No. 1, 2023**

**Recommendation:** 1. That the attached Certificate of Results of Alternative Approval Process for Bylaw No. 4575 (Appendix B) be received; and  
(NWA)  
2. That Bylaw No. 4575, "Biodiversity and Environmental Stewardship Coordination Establishing Bylaw No. 1, 2023" be adopted.  
(NWA)

**Attachments:**     [Staff Report: AAP Results & Adoption for Bylaw No. 4575](#)  
                          [Appendix A: Bylaw No. 4575](#)  
                          [Appendix B: Certificate of Results for Bylaw No. 4575](#)

- 7.4.      [25-0087](#)      AAP Results & Adoption for Bylaw 4602 - Foodlands Access Service Establishment Bylaw No. 1, 2024
- Recommendation:**   1. That the attached Certificate of Results of Alternative Approval Process for Bylaw No. 4602 (Appendix B) be received; and (NWA)  
2. That Bylaw No. 4602, "Foodlands Access Service Establishment Bylaw No. 1, 2024" be adopted. (NWA)
- Attachments:**      [Staff Report: AAP Results & Adoption for Bylaw No. 4602](#)  
                          [Appendix A: Bylaw No. 4602](#)  
                          [Appendix B: Certificate of Results for Bylaw No. 4602](#)  
                          [Correspondence: Letter from C. Saanich, Jan. 30, 2025](#)
- 7.5.      [25-0112](#)      Third Reading of Amended Bylaw No. 4634 - Sooke and Electoral Area Recreation and Facilities Service Loan Authorization Bylaw No. 1, 2025
- Recommendation:**   1. That third reading of Bylaw No. 4634, "Sooke and Electoral Area Recreation and Facilities Service 2025 Capital Project Loan Authorization Bylaw No. 1, 2024," be rescinded; (WA)  
2. That Bylaw No. 4634 be amended as follows:  
- inserting the words "recreational service" before "capital projects" throughout the bylaw;  
- Under WHEREAS C., inserting the words "including heat recovery capital improvements and the construction and development of a skateboard park," following the words, "capital projects";  
- Under section 1, inserting the words ", including heat recovery capital projects and the construction and development of a skateboard park,";  
- Replacing section 3 in its entirety with:  
"3. This Bylaw may be cited as "Sooke and Electoral Area Recreation and Facilities Service Loan Authorization Bylaw No. 1, 2025""; (NWA)  
3. That Bylaw No. 4634, "Sooke and Electoral Area Recreation and Facilities Service Loan Authorization Bylaw No. 1, 2025" be read a third time as amended; (WA)  
4. That participating area approval for Bylaw No. 4634, as amended, be obtained for the entire service area by alternative approval process; and (NWA, with 2/3rds vote on AAP for entire service area)  
5. That Bylaw No. 4634, as amended, be forwarded to the Inspector of Municipalities for approval. (NWA)
- Attachments:**      [Staff Report: Third Reading of Amended Bylaw No. 4634](#)  
                          [Appendix A: Bylaw No. 4634 \(as amended\)](#)  
                          [Appendix B: Bylaw No. 4634 \(redlined\)](#)

7.6. [25-0102](#) Regional Trestles Renewal, Trails Widening & Lighting Project - Active Transportation Fund Grant Application

**Recommendation:** That staff be directed to apply for, negotiate and, if successful, enter into an agreement with the Active Transportation Fund and do all such things necessary for accepting grant funds and overseeing grant management to implement the Project.  
(NWA)

**Attachments:** [Staff Report: Regional Trestles & Trails Widening & Lighting Grant Application](#)

## 8. REPORTS OF COMMITTEES

### Juan de Fuca Water Distribution Commission

8.1. [24-1109](#) Bylaw No. 4653 - Ticket Information Authorization Bylaw, 1990, Amendment No. 81, 2024

**Recommendation:** [The staff report was originally presented at the December 3, 2024 meeting of the Juan de Fuca Water Distribution Commission. There was a typographical error in the staff report title and recommendation which has been corrected to reflect "Amendment Bylaw No. 81" to the "Capital Regional District Ticket Information Authorization Bylaw, 1990" as follows:]

The Juan de Fuca Water Distribution Commission recommends to the Capital Regional District Board:

1. That Bylaw No. 4653, "Capital Regional District Ticket Information Authorization Bylaw, 1990, Amendment Bylaw No. 81, 2024", be introduced and read a first, second, and third time; and

(NWA)

2. That Bylaw No. 4653 be adopted.

(NWA)

**Attachments:** [Staff Report: Bylaw No. 4653 - Ticket Information Authorization Bylaw Amendr](#)  
[Appendix A: Bylaw No. 4653](#)

### Juan de Fuca Land Use Committee

8.2. [25-0072](#) Public Hearing Report on Bylaw No. 4518, "Juan de Fuca Land Use Bylaw, 1992, Amendment Bylaw No. 158, 2022"

- Recommendation:**
- 1) That the minutes that form the Report of the Public Hearing for Bylaw No. 4518, "Juan de Fuca Land Use Bylaw, 1992, Amendment Bylaw No. 158, 2022", which are certified as a fair and accurate summary of the representations that were made at the public hearing held on November 12, 2024, for Bylaw No. 4518, be received; (NWP - Voting Block A: JDF EA, Colwood, Langford (Goodmanson), Metchosin, Sooke)
  - 2) That Bylaw No. 4518 be read a third time; and (NWP - Voting Block A: JDF EA, Colwood, Langford (Goodmanson), Metchosin, Sooke)
  - 3) That prior to adoption of Bylaw No. 4518:
    - a. A commercial access permit be issued by the Ministry of Transportation and Infrastructure; and
    - b. The landowner provide an amenity contribution by registering a statutory right-of-way adjacent to West Coast Road in favour of the Capital Regional District for the purpose of establishing a public trail, and that staff be directed to ensure that all conditions are satisfied towards completion and registration. (NWP - Voting Block A: JDF EA, Colwood, Langford (Goodmanson), Metchosin, Sooke)

- Attachments:**
- [Staff Report: Public Hearing Report on Bylaw No. 4518](#)
  - [Appendix A: Proposed Bylaw No. 4518](#)
  - [Appendix B: Report of the Public Hearing November 12, 2024](#)

### Electoral Areas Committee

8.3. [24-1376](#) Bylaw No. 4654: CRD Ticket Information Authorization Bylaw, 1990, Amendment Bylaw No. 82, 2025 and Bylaw No. 4656: Water Regulations Bylaw, 1990, Amendment Bylaw No. 1, 2025

- Recommendation:**
1. That Bylaw No. 4654, "Capital Regional District Ticket Information Authorization Bylaw, 1990, Amendment Bylaw No. 82, 2025", be introduced and read a first, second, and third time; (NWA)
  2. That Bylaw No. 4654 be adopted; (NWA)
  3. That Bylaw No. 4656, "Water Regulations Bylaw, 1990, Amendment Bylaw No. 1, 2025", be introduced and read a first, second, and third time; and (NWA)
  4. That Bylaw No. 4656 be adopted. (NWA)

- Attachments:**
- [Staff Report: Bylaws No. 4654 & 4656](#)
  - [Appendix A: Bylaw No. 4654](#)
  - [Appendix B: Bylaw No. 4656](#)
  - [Appendix C: Bylaw No. 1792 Consolidated \(to 4656\) - DRAFT](#)

- 8.4. [25-0080](#) Bylaw No. 4435: Juan de Fuca Soil Removal or Deposit Bylaw No. 2, 2025 and Bylaw No. 4672: CRD Ticket Information Authorization Bylaw, 1990, Amendment Bylaw No. 83, 2025

**Recommendation:** The Electoral Areas Committee recommends to the Capital Regional District Board:

1. That Bylaw No. 4435, "Juan de Fuca Soil Removal or Deposit Bylaw No. 2, 2025" be introduced and read a first, second, and third time;  
(NWA)
2. That Bylaw No. 4435 be forwarded to the Ministry of Environment and Parks for Ministerial approval prior to adoption;  
(NWA)
3. That Bylaw No. 4672, "Capital Regional District Ticket Information Authorization Bylaw 1990, Amendment Bylaw No. 83, 2025" be introduced and read a first, second, and third time; and  
(NWA)
4. That Bylaw No. 4672 be returned with Bylaw No. 4435 for adoption.  
(NWA)

**Attachments:** [Staff Report: Bylaw No. 4435 JdF Soil Removal & 4672 Ticket Info Auth.](#)  
[Appendix A: Proposed Bylaw No. 4435](#)  
[Appendix B: Bylaw No. 4672](#)  
[Appendix C: Bylaw No. 3941](#)

## Governance and First Nations Relations Committee

- 8.5. [25-0096](#) Proposed Amendments to the CRD Board Procedures Bylaw

**Recommendation:** [Attached as SUPPLEMENTAL is the current provisions in the Board Procedures Bylaw for electronic participation at Commission meeting and electronic participation in case of emergency or special circumstance.]  
The Governance and First Nations Relations Committee recommends to the Capital Regional District Board:  
That staff be directed to prepare an amending bylaw to the "Capital Regional District Board Procedures Bylaws, 2012" to include the proposed amendments on electronic meetings and electronic participation (Appendix A) and miscellaneous updates (Appendix B).  
(NWA)

**Attachments:** [Staff Report: Proposed Amendments to the CRD Board Procedures Bylaw](#)  
[Appendix A: Proposed Amendments - Electronic Meetings and Participation](#)  
[Appendix B: Proposed Amendments - Miscellaneous Updates](#)  
[Supplemental: Current Bylaw No. 3828 Electronic Participation Excerpts \(29.1 +](#)

## 9. BYLAWS



**Voting Key:**

**NWA - Non-weighted vote of all Directors**

**NWP - Non-weighted vote of participants (as listed)**

**WA - Weighted vote of all Directors**

**WP - Weighted vote of participants (as listed)**

## Meeting Minutes

### Capital Regional District Board

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Wednesday, January 8, 2025

12:10 PM

6th Floor Boardroom  
625 Fisgard Street  
Victoria, BC

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#### PRESENT

DIRECTORS: C. McNeil-Smith (Chair), M. Little (Vice Chair), P. Brent, S. Brice, J. Brownoff, J. Caradonna, C. Coleman, Z. de Vries, B. Desjardins, S. Goodmanson, C. Harder, G. Holman, P. Jones, S. Kim (for M. Alto) (EP), D. Kobayashi, K. Murdoch, D. Murdock, C. Plant (EP), M. Tait (EP), D. Thompson, S. Tobias, A. Wickheim, K. Williams, R. Windsor (EP)

STAFF: T. Robbins, Chief Administrative Officer; N. Chan, Chief Financial Officer; A. Fraser, General Manager, Integrated Water Services; G. Harris, Acting General Manager, Parks, Recreation & Environmental Services; K. Lorette, General Manager, Planning and Protective Services; K. Morley, General Manager, Corporate Services; S. Henderson, Senior Manager Real Estate and SGI Administration; C. Neilson, Senior Manager, Human Resources; M. Lagoa, Deputy Corporate Officer; S. Orr, Senior Committee Clerk (Recorder)

EP - Electronic Participation

Guest: L. Lee, Lead Audit Engagement Partner, KPMG

Regrets: Director M. Alto

The meeting was called to order at 12:32 pm.

#### 1. TERRITORIAL ACKNOWLEDGEMENT

A Territorial Acknowledgement was provided in the preceding meeting.

#### 2. APPROVAL OF THE AGENDA

**MOVED** by Director Murdoch, **SECONDED** by Director Goodmanson,  
That the agenda for the January 8, 2025 Session of the Capital Regional District Board be approved.

**CARRIED**

#### 3. ADOPTION OF MINUTES

3.1. [24-1370](#) Minutes of the December 11, 2024 Capital Regional District Board Meeting

**MOVED** by Director Desjardins, **SECONDED** by Director Murdoch,  
That the minutes of the Capital Regional District Board meeting of December 11, 2024 be adopted as circulated.

**CARRIED**

- 3.2. [24-1345](#) Minutes of the October 30, 2024 Committee of the Whole meeting
- MOVED by Director Desjardins, SECONDED by Director Murdoch,  
That the minutes of the Committee of the Whole meeting of October 30, 2024 be  
adopted as circulated.  
CARRIED**

#### 4. REPORT OF THE CHAIR

Happy New Year and it's great to see everyone again and I hope you had a relaxing and enjoyable holiday season. While we have a relatively shorter meeting agenda today, when reviewing the Board's strategic priorities dashboard within the CAO's quarterly report on today's agenda, we are reminded of the significant work currently underway. I want to take a moment to thank staff for all of their work, and the important work to come forward this year, as we are now in the second-half of our elected term. An important item is that the CRD Board has reviewed and approved the provisional financial plan for 2025 at our special meeting last October, and the provisional plan has been available for public review and comment. On January 22, 2025 staff are hosting an online information session about the 2025 provisional financial plan. There will be a staff presentation and an opportunity for members of the public to ask questions and provide comment. I will be attending the session, and I invite directors to attend as you are able to listen to the input received. The next step is that the plan, with possible amendments, will be brought back to the Board in March for final approval. With that, let's make 2025 a great year and let's move to today's agenda business.

#### 5. PRESENTATIONS/DELEGATIONS

##### 5.1. Presentations

- 5.1.1. [24-1295](#) Presentation: CRD 2024 Audit Planning, Lenora Lee, Lead Audit Engagement Partner, KPMG (Verbal)

L. Lee presented the 2024 Audit Planning Presentation.

##### 5.2. Delegations

- 5.2.1. [25-0007](#) Delegation - Philippe Lucas; Representing Biosolid Free BC: Re: Agenda Item: 7.3. Short-term Biosolids Management Plan - January Update

The delegation did not speak.

#### 6. CONSENT AGENDA

**MOVED by Director Brice, SECONDED by Director Tobias,  
That consent agenda items 6.1. through 6.5. be approved.  
CARRIED**

- 6.1. [24-1147](#) SSI Local Community Commission Strategic Plan

This report was received for information.

- 6.2. [24-1296](#) Capital Regional District External Grants Update  
This report was received for information.
- 6.3. [24-1182](#) Parcel Tax Roll Review Panel  
This report was received for information.
- 6.4. [24-1375](#) 2025 Terms of Reference for Standing Committees  
That the 2025 Terms of Reference for standing committees be approved as attached at Appendix A.  
**CARRIED**
- 6.5. [24-1369](#) 2025 Committee and External Membership Appointments - Update #1  
That the Board receive the standing committee appointments and endorse the external appointments and nominations put forward in the attachment.  
**CARRIED**

## 7. ADMINISTRATION REPORTS

- 7.1. [24-1356](#) CAO Quarterly Progress Report No. 4, 2024  
T. Robbins presented Item 7.1. for information.  
  
Discussion ensued regarding:  
- operating costs related to animal care services  
- advertising and public notification requirements for alternative approval process  
- First Nations engagement related to E&N railway
- 7.2. [24-1282](#) Capital Regional District 2024 Audit Planning Discussion  
N. Chan spoke to Item 7.2.  
  
Discussion ensued regarding the history of current auditor and procurement process and timeline.  
  
**MOVED by Director Kobayashi, SECONDED by Director Goodmanson, That the Capital Regional District 2024 Audit Plan developed by KPMG be approved.**  
**CARRIED**
- 7.3. [24-1357](#) Short-term Biosolids Management Plan - January Update  
G. Harris presented Item 7.3. for information.

7.4. [24-1350](#) Bylaw No. 4664: Regional Water Watershed Land Acquisition Loan Authorization Bylaw No. 1, 2025

N. Chan spoke to Item 7.4.

Discussion ensued regarding:

- clarification of participants in the alternative approval process
- First Nations interest in the area
- potential land use

**MOVED by Director Coleman, SECONDED by Director Brent,**

**1. That Bylaw No. 4664, "Regional Water Watershed Land Acquisition Loan Authorization Bylaw No. 1, 2025", be introduced and read a first, second, and third time.**

**CARRIED**

**MOVED by Director Coleman, SECONDED by Director Brent,**

**2. That participating area approval be obtained by alternative approval process for the entire service area.**

**CARRIED**

**MOVED by Director Coleman, SECONDED by Director Brent,**

**3. That Bylaw No. 4664 be forwarded to the Inspector of Municipalities for approval.**

**CARRIED**

7.5. [24-1297](#) Municipal Finance Authority 2025 Spring Issue - Capital Regional District Security Issuing Bylaw Nos. 4659, 4660, 4661, 4662 and 4663

MOVED by Director Brice, SECONDED by Director Little,  
1. That Bylaw No. 4659, "Security Issuing Bylaw No. 1, 2025", be introduced and read a first, second and third time.  
CARRIED

MOVED by Director Brice, SECONDED by Director Little,  
2. That Bylaw No. 4659 be adopted.  
CARRIED

MOVED by Director Brice, SECONDED by Director Little,  
3. That Bylaw No. 4660, "Security Issuing Bylaw No. 2, 2025", be introduced and read a first, second and third time.  
CARRIED

MOVED by Director Brice, SECONDED by Director Little,  
4. That Bylaw No. 4660 be adopted.  
CARRIED

MOVED by Director Brice, SECONDED by Director Little,  
5. That Bylaw No. 4661, "Security Issuing Bylaw No. 3, 2025", be introduced and read a first, second and third time.  
CARRIED

MOVED by Director Brice, SECONDED by Director Little,  
6. That Bylaw No. 4661 be adopted.  
CARRIED

MOVED by Director Brice, SECONDED by Director Little,  
7. That Bylaw No. 4662, "Security Issuing Bylaw No. 4, 2025", be introduced and read a first, second and third time.  
CARRIED

MOVED by Director Brice, SECONDED by Director Little,  
8. That Bylaw No. 4662 be adopted.  
CARRIED

MOVED by Director Brice, SECONDED by Director Little,  
9. That Bylaw No. 4663, "Security Issuing Bylaw No. 5, 2025", be introduced and read a first, second and third time.  
CARRIED

MOVED by Director Brice, SECONDED by Director Little,  
10. That Bylaw No. 4663 be adopted.  
CARRIED

## 8. REPORTS OF COMMITTEES

There were no Reports of Committees.

**9. BYLAWS**

There were no bylaws for consideration.

**10. NOTICE(S) OF MOTION**

10.1. [24-1268](#) Motion with Notice: Rural Housing Program (Director Holman)

**MOVED** by Director Holman, **SECONDED** by Director de Vries,  
That in reporting on the learnings from the implementation of the Rural Housing Program, staff include consideration of possible ways in which the Capital Region Housing Corporation can play a role in the program.  
**CARRIED**

**11. NEW BUSINESS**

There was no new business.

**12. MOTION TO CLOSE THE MEETING**

12.1. [25-0001](#) Motion to Close the Meeting

**MOVED** by Director Murdoch, **SECONDED** by Director Little,  
1. That the meeting be closed for Appointments in accordance with Section 90(1)(a) of the Community Charter.  
**CARRIED**

**MOVED** by Director Murdoch, **SECONDED** by Director Little,  
2. That the meeting be closed for Labour Relations in accordance with Section (90)(1)(c) of the Community Charter.  
**CARRIED**

**MOVED** by Director Murdoch, **SECONDED** by Director Little,  
3. That the meeting be closed for a Legal Update in accordance with Section 90(1)(i) of the Community Charter.  
**CARRIED**

**MOVED** by Director Murdoch, **SECONDED** by Director Little,  
4. That the meeting be closed for Contract Negotiations in accordance with Section (90)(1)(k) of the Community Charter.  
**CARRIED**

**MOVED** by Director Murdoch, **SECONDED** by Director Little,  
5. That such disclosures could reasonably be expected to harm the interests of the Regional District.  
**CARRIED**

The Capital Regional District Board moved to the Closed Session at 1:23 pm.

### 13. RISE AND REPORT

The Capital Regional District Board rose from the closed session at 3:53 pm and reported on the following:

In accordance with Accessibility Advisory Committee Terms of Reference that the following be appointed to the Accessibility Advisory Committee for a term to expire December 31, 2026: Joseph Edward Briante, Laura Hube, Zachary Lundrie, Bonnie Manning-Jones, Gregory Neil Robinson, Elizabeth Syring, Richard Joseph Welland

In accordance with Bylaw 2893 that the following be appointed to the CREST Corporation for a term to expire December 31, 2025: Jeri Grant, Rob Reeleder, John Wakefield

In accordance with Bylaw 1875 that the following be appointed to the Lyall Harbour/Boot Cove Water Local Service Committee for a term to expire December 31, 2026: Tex McLeod, John Money

In accordance with Bylaw 2339 that the following be appointed to the Magic Lake Estates Water and Sewer Committee for a term to expire December 31, 2026: Jean Deschenes, Brenna Mongeon

In accordance with Bylaw 3654 that the following be appointed to the North Galiano Fire Protection and Emergency Response Service Commission for a term to expire December 31, 2025: Raymond Chouinard, Kieran Kelleher, Idora Scott

In accordance with Bylaw 3654 that the following be appointed to the Otter Point Fire Protection and Emergency Response Service Commission for a term to expire December 31, 2026: Bud Gibbons, Joanne Hemphill

In accordance with Bylaw 2397 that the following be appointed to the Peninsula Recreation Commission for a term to expire December 31, 2026: Karen Frost

In accordance with the Reaching Home Community Advisory Board Terms of Reference that the following be appointed to the Reaching Home Community Advisory Board for a term to expire December 31, 2026: Filip Ani, Ian Bermeo, Sylvia Ceacera, Mary Chudley, Stephen D'Souza, Don Elliot, Jennifer Fox, Lee King, Sharlene Law, Calvin Leitner, Angela McNulty-Buell, Jared Melvin, Kelly Reid, Ron Rice, Janine Theobald, Deanna Underwood, Donna Wingfield

In accordance with Bylaw 3427 that the following be appointed to the Saanich Peninsula Wastewater Commission for a term to expire December 31, 2026: Eric Diller, Michael Doehnel

In accordance with Letters Patent that the following be appointed to the Saanich Peninsula Water Commission for a term to expire December 31, 2025: Eric Diller, Michael Doehnel

In accordance with Bylaw 3485 that the following be appointed to the Saturna Island Parks and Recreation Commission for a term to expire December 31, 2026: Stephen Ford

In accordance with Bylaw 3133 that the following be appointed to the Skana

Water Service Committee for a term to expire December 31, 2026: Mitch Bentley,  
Bev Hill

In accordance with Bylaw 2788 that the following be appointed to the Sooke and  
Electoral Parks and Recreation Commission for a term to expire August 31, 2025:  
Nora Quint

In accordance with Bylaw 3523 that the following be appointed to the Southern  
Gulf Islands Public Library Commission for a term to expire December 31, 2026:  
Ene Haabniit

In accordance with Bylaw 2558 that the following be appointed to the Sticks  
Allison Water Local Service Committee for a term to expire December 31, 2026:  
Danielle Pepin, Volker Seidel

In accordance with Bylaw 3131 that the following be appointed to the Surfside  
Park Estates Water Service Committee for a term to expire December 31, 2026:  
Ken Wall

In accordance with Bylaw 4453 that the following be appointed to the Victoria  
Family Court & Youth Justice Committee for a term to expire December 31, 2026:  
Mike McKay

In accordance with Bylaw 3654 that the following be appointed to the Willis Point  
Willis Point Fire Protection and Recreation Facilities Commission for a term to  
expire December 31, 2025: Greg Elvedahl

**14. ADJOURNMENT**

MOVED by Director Little, SECONDED by Director Goodmanson,  
That the January 8, 2025 Capital Regional District Board meeting be adjourned at  
3:54 pm.  
CARRIED

---

**CHAIR**

**CERTIFIED CORRECT:**

---

**CORPORATE OFFICER**



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**REPORT TO ELECTORAL AREAS COMMITTEE  
MEETING OF WEDNESDAY, FEBRUARY 12, 2025**

---

**SUBJECT     Union of British Columbia Municipalities Emergency Support Services  
Equipment and Training Grant 2025 - Motion of Support**

**ISSUE SUMMARY**

The Capital Regional District (CRD) Protective Services Division applied for a Community Emergency Preparedness Fund (CEPF) Emergency Support Services (ESS) Equipment and Training grant, funded by the Union of BC Municipalities (UBCM). UBCM requires that all grant applications be accompanied by a motion of support from the local government.

**BACKGROUND**

CRD Protective Services Division applies for UBCM CEPF grants as they become available. These grants allow Protective Services to undertake additional emergency preparation and training activities beyond what would be possible within the capital budget.

By applying, the Protective Services team is looking to continue the modernization and momentum of ESS program delivery initiated in 2023, when the CRD Virtual Evacuee Registration and Assistance (ERA) team was established and trained, and in 2024, when continued support of virtual ESS delivery was done through purchase of technology, supplies, and equipment required to effectively access and utilize the ERA tool. The 2025 application for the ESS grant blends this modernization initiative with foundational principles of training, exercises, volunteer appreciation, technology, and equipment and supplies for reception centres.

The funding requested through the ESS grant will benefit the three Electoral Area emergency programs and residents, as all three have volunteers on the CRD ESS Team. This initiative continues to bolster and enhance collaborative, multi-jurisdictional responses to emergencies and disasters across the region and across the province.

**ALTERNATIVES**

*Alternative 1*

The Electoral Areas Committee recommends to the Capital Regional District Board:

1. That the Capital Regional District Board support an application to the Union of British Columbia Municipalities Community Emergency Preparedness for Emergency Support Services Equipment and Training Grant for 2025; and
2. That Edward Robbins, Chief Administrative Officer, or their duly authorized delegate, be authorized to apply for, negotiate, and execute agreements with the Union of British Columbia Municipalities and receive funds through the Community Emergency Preparedness for Emergency Support Services Equipment and Training Grant and do all things incidental to finalize such agreements and deliver the program.

*Alternative 2*

That staff be directed to not submit a grant application to the Union of British Columbia Municipalities Community Emergency Preparedness Emergency Support Services Equipment and Training Grant for 2025.

**IMPLICATIONS**

*Alignment with Board & Corporate Priorities*

The continued development and support of the CRD ESS and ERA teams directly align with CRD 2023-2026 Board Priority 3c – Increase resilience, community and adaptation planning to address climate related risks and disasters.

*Alignment with Existing Plans & Strategies*

The continued development of the CRD ESS and ERA teams directly aligns with CRD 2023-2026 Corporate Goal 9 – Protect public safety and cooperatively mitigate against, prepare for, respond to, and recover from emergencies.

*Intergovernmental Implications*

Increasing the capacity of ESS and ERA teams allows for the provision of cross-jurisdictional emergency management support.

*Financial Implications*

This initiative is funded by the UBCM CEPF grant. There is no impact on annual Emergency Program budgets.

*Service Delivery Implications*

Additional capacity funded through this grant would enhance service support capability to the CRD during an emergency or disaster.

**CONCLUSION**

The funds approved from the 2025 Union of British Columbia Municipalities ESS Equipment and Training grants will continue modernization efforts and strengthen ESS capacity in the CRD Electoral Areas while enhancing collaborative multi-jurisdictional responses to emergencies and disasters across the region.

**RECOMMENDATION**

The Electoral Areas Committee recommends to the Capital Regional District Board:

1. That the Capital Regional District Board support an application to the Union of British Columbia Municipalities Community Emergency Preparedness for Emergency Support Services Equipment and Training Grant for 2025; and
2. That Edward Robbins, Chief Administrative Officer, or their duly authorized delegate, be authorized to apply for, negotiate, and execute agreements with the Union of British Columbia Municipalities and receive funds through the Community Emergency Preparedness for Emergency Support Services Equipment and Training Grant and do all things incidental to finalize such agreements and deliver the program.

Submitted by:	Shawn Carby, CD, BHSc, MAL, Senior Manager, Protective Services
Concurrence:	Don Elliott, BA, MUP, Acting General Manager, Housing, Planning & Protective Services
Concurrence	Nelson Chan, MBA, FCPA, FCMA, Chief Financial Officer
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer

**ATTACHMENT**

Appendix A: CEPF Emergency Support Services Equipment and Training Grant 2025 Application Form

## Community Emergency Preparedness Fund

# Emergency Support Services Equipment and Training

## 2025 Application Worksheet

Please complete and return the worksheet with all required attachments by **January 31, 2025**. Applicants will be advised of the status of their application within 90 days of the application deadline.

All questions must be answered by typing directly in this form. **As all questions are reviewed and scored as part of the adjudication process, please do not leave any questions blank.**

If you have any questions, contact [cepf@ubcm.ca](mailto:cepf@ubcm.ca) or (604) 270-8226 ext. 220.

### SECTION 1: Primary Applicant Information

First Nation or Local Government Name:

Capital Regional District

File Number\*:

LGPS-11547

*\*Refer to the LGPS Online Application Form submission confirmation email*

### SECTION 2: Detailed Project Information

**1. Location of Proposed Activities.** For the purpose of CEPF funding, if minor renovations of group lodging facilities or reception centres are proposed, the facilities must be located in a First Nation owned building or publicly owned building or an asset owned by the primary applicant or a sub-applicant:

- Facility is located in a First Nations owned building (buildings owned by a Treaty First Nation or a First Nation band).
- Facility is located in a publicly owned building (buildings owned by a local government or public institution, such as health authority or school district).
- Asset (e.g., trailer for mobile ESS) is owned by the primary applicant or sub-applicant.

**2. Proposed Activities.** What specific activities will be undertaken as part of the proposed project? Refer to Section 6 of the *Program and Application Guide* for eligibility.

- a) Purchase of equipment and supplies, including installation of and training for eligible equipment.

To support the continued growth and operational capacity of our ESS program, we propose the purchase of essential equipment and supplies to enhance the effectiveness of reception centres and group lodging services.

Key activities include:

1. Reception Centre Operations – Procurement of critical supplies to support the efficient setup and operation of reception centres, including vests, name tags, signage, office supplies, grab-and-go kits, extension cords, and power bars.
2. Group Lodging Support – Replenishment and expansion of essential resources to improve group lodging capabilities, including comfort kits, hygiene kits, cots, bedding, pet supplies, and infant and child-specific provisions.
3. Technology and Modernization – Acquisition of laptops for the Salt Spring Island ESS team to enhance digital record-keeping, improve response coordination, and support the ongoing modernization of ESS operations.
4. Storage and Logistics – Purchase of storage containers to securely house eligible supplies and equipment, ensuring readiness for rapid deployment when needed.

Each of these activities will contribute to the overall resilience and efficiency of our ESS program, ensuring we are well-equipped to support our community in times of emergency.

b) Training (where possible, please list specific courses) and exercises.

Our training activities are directly aligned with the needs of our Emergency Management Program and the desired service delivery levels for volunteers. Given our goal to maintain the recommended minimum staffing levels for the ESS program, we will offer a comprehensive suite of training courses throughout the year. These courses aim to ensure our volunteers are well-prepared to respond effectively to emergencies. The specific courses we intend to offer include:

- Introduction to ESS (EMRG-1600 Online): This online course provides new volunteers with a foundational understanding of the ESS program and its operations.
- ESS Level 1 (EMRG-1607): This in-depth training is designed to equip volunteers with the necessary skills for ESS service delivery at the basic level, including handling client needs during emergencies.
- ESS-Introduction to Group Lodging (EMRG-1612 Online): A specialized course for volunteers involved in managing group lodging facilities during emergencies, available online for flexibility.
- ESS-Introduction to Reception Centres (EMRG-1610 Online): This course covers the basics of setting up and operating reception centers to support evacuees and displaced individuals.
- ICS Level 100 (EMRG-1200): This course will help volunteers understand the Incident Command System (ICS), a critical framework for managing emergencies.
- ERA Training: Evacuee Registration and Assistance training will be offered to ensure volunteers are prepared to assist virtually and across jurisdictions.
- Cultural Perspectives Training: We recognize the importance of cultural competency in emergency response, and this training will equip volunteers to engage effectively with diverse populations.

Additionally, we are planning two joint exercises for ESS volunteers and Indigenous partners. These will focus on Reception Centre/Warming Centre operations and

Evacuee Registration and Assistance (ERA) procedures, providing hands-on practice to enhance skills, coordination, and collaboration in real-life scenarios.

These training activities, along with the exercises, will be held quarterly, with additional sessions planned as needed based on volunteer demand and availability. Our goal is to ensure that all volunteers are equipped with the knowledge and skills necessary to support the community during emergencies and contribute to the overall success of the Emergency Management Program.

- c) Volunteer recognition and retention.

We recognize and appreciate our volunteers through a variety of ongoing initiatives designed to encourage engagement and long-term commitment. Our established practices include small appreciation gifts, volunteer appreciation events, training incentives, and outfitting for the ESS na and ERA team.

To further strengthen retention, we plan to introduce additional recognition strategies, such as formal letters of appreciation, to acknowledge volunteers' contributions in a meaningful way. These initiatives align with our broader goal of increasing both recruitment and retention within our ESS programs..

### **3. Alignment with Funding Stream.**

- a) Describe how your activities align with the intent of the funding stream (build local capacity to provide emergency support services through ESS volunteer/responder recruitment, retention and training, and the purchase of ESS equipment).

Our streams of activities are directly intended to build local capacity, by focusing on recruitment and retention through providing educational and recognition opportunities.

- b) How will the proposed activities support the modernization of the local ESS program? Will the Evacuee Registration and Assistance (ERA) Tool be implemented?

The Evacuee Registration and Assistance (ERA) tool was implemented in 2023. The CRD virtual ERA team continues to grow and refresh its training to support the provision of immediate aid in a disaster. Supporting this growth facilitates a modern and flexible ESS delivery system throughout the region.

- c) Describe how the proposed project will increase emergency response capacity as a host community.

By focusing on increasing the number of trained volunteers in the ESS program, and the agility provided by the ERA tool and ESS program, the CRD is directly increasing its ability to respond as a host community.

### **4. Engagement with First Nations and/or Indigenous Organizations.** In the following questions, please identify the specific bands, Treaty First Nations, and/or Indigenous organizations as well as the specific traditional territory, reserve, or other First Nations' land that may be impacted by the proposed project.

- a) Which First Nations and/or Indigenous organizations were proactively engaged as part of the development of this application?

The CRD engaged with Pacheedaht First Nation to understand their needs for ESS training, exercises and resources.

- b) Which First Nations and/or Indigenous organizations will participate in the proposed activities and what specific role will they play?

The CRD plans to host a Reception Centre or Warming Centre training exercise in collaboration with Pacheedaht in Port Renfrew. This exercise will allow the CRD and Pacheedaht to work in conjunction with one another to increase resilience, build relationships, and prepare for an event.

- c) Please indicate the extent to which staff and/or elected officials have undertaken Indigenous Cultural Safety and Cultural Humility Training.

The grant administrator for the CRD, and Emergency Program Manager have taken a number of cultural safety and humility training courses provided through the provincial government such as a Kairos blanket exercise, and courses like Building Capacity in Indigenous relations, IGBA+, and cultural agility.

*If applicable, evidence of support for the proposed activities from First Nations and/or Indigenous organizations has been submitted with this application. This could be in the form of a letter, email, or other correspondence.*

- 5. Engagement with Neighbouring Jurisdictions and Affected Parties.** Identify any neighbouring jurisdictions and/or partners (e.g., equity-denied populations, pet-care organizations, organizations involved in a web of support network) you will engage with as appropriate to the project.

Rural and remote communities may want to consider engaging with regional districts and/or health authorities, and First Nation applicants may want to consider engaging with the First Nations' Emergency Services Society or the First Nations Health Authority.

The 2024 UBCM CEPF ESS Grant was used to enhance the Electoral Area virtual ERA team, providing the ability to respond to emergencies locally and cross jurisdictionally. The 2025 UBCM CEPF ESS grant would enhance CRD's ability for provision of cross jurisdictional support through increases in trained resources, equipment, and maintaining its current volunteer pool through recognition and support.

*If applicable, evidence of support for the proposed activities from neighbouring jurisdictions or other parties has been submitted with this application. This could be in the form of a letter, email, or other correspondence.*

- 6. Comprehensive, cooperative, regional approach and benefits.** Describe how your project will contribute to a comprehensive, cooperative, and regional approach to ESS. What regional benefits will result from this project?

The 2025 UBCM CEPF ESS grant would continue the recruitment and training of volunteers required for a regional approach to ESS both virtually and in person. The volume and skillset of our ESS pool directly influences the CRD's ability to support a regional approach to ESS. Further, opportunities for collaboration with partners during training or exercises will be explored.

- 7. Additional Information.** Please share any other information you think may help support your submission.

### SECTION 3: Required Attachments

The following separate attachments are required to be submitted as part of the application:

- Band Council, Treaty First Nation, or local government resolution **OR** a letter of support from the Band Manager, CAO or CFO for applications that request less than \$50,000 in funding. Resolutions and letters need to indicate support for the current proposed activities and willingness to provide overall grant management. All regional applications, or applications requesting more than \$50,000 in funding, will require resolutions to be submitted.
- Detailed budget that indicates the proposed expenditures from CEPF and aligns with the proposed activities outlined in the Application Worksheet. Although additional funding or support is not required, any other grant funding or in-kind contributions must be identified. Applicants are encouraged to use the [LGPS Budget and Financial Summary Tool](#).

For regional projects only:

- Band Council, Treaty First Nation, or local government resolution from the primary applicant, indicating support for the current proposed activities and willingness to provide overall grant management; and,
- Band Council, Treaty First Nation, or local government resolution from each sub-applicant that clearly states their approval for the primary applicant to apply for, receive, and manage the grant funding on their behalf. Resolutions from sub-applicants must include this language

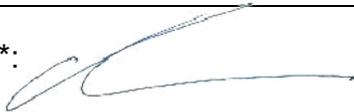
**SECTION 4: Signature** This worksheet is required to be signed by an authorized representative of the applicant (i.e., staff member or elected official). Please note all application materials will be shared with the Province of BC.

I certify that to the best of my knowledge: (1) all information is accurate, (2) the area covered by the proposed project is within the applicant's jurisdiction (or appropriate approvals are in place) and (3) it is understood that this project may be subject to a compliance audit under the program.

Name: Corey Anderson

Title: Manager, Emergency Programs

Signature\*:



Date: 2025/01/29

*\*A certified digital or original signature is required.*

**Documents should be submitted as Word, Excel, or PDF files.  
Total file size for email attachments cannot exceed 20 MB.**

**All documents should be submitted to Local Government Program Services,  
Union of BC Municipalities by email: [cepf@ubcm.ca](mailto:cepf@ubcm.ca)**

**Please note “2025-ESS” in the subject line.**

## Financial Summary

<b>Name of Applicant</b>	Capital Regional District
<b>Funding Program/Stream</b>	CEPF ESS Equipment & Training
<b>Project Name/Application #</b>	LGPS-11547

### FINANCIAL SUMMARY

*The financial summary is required to be submitted as part of the final report package and should align with the approved budget (or approved amended budget). For each actual expense, provide a calculation that explains how the cost was determined. For example, for incremental staffing provide the wage and actual hours of work; for the purchase of items, provide the quantity and unit price. Additional rows can be added as needed.*

Actual Expenses	Calculation	Total Cost
Comfort kits	1,000	\$1,000.00
Reception centre supplies	1,000	\$1,000.00
Cultural sensitivity training	5,000	\$5,000.00
JIBC ICS Level 100 training	4,600	\$4,600.00
JIBC Reception Centre training	4,600	\$4,600.00
JIBC ERA for responders training	4,600	\$4,600.00
JIBC Group Lodging training	4,600	\$4,600.00
Emergency water treatment systems/storage for reception centre in Southern Gulf Islands	1,000	\$1,000.00
Collapsible water tank container for reception centre in Southern Gulf Islands	500	\$500.00
ESS reception centre/warming centre joint exercise	5,000	\$5,000.00
ESS exercise for Gulf Islands	5,000	\$5,000.00
Volunteer recognition and recruitment	3,100	\$3,100.00
<b>Total:</b>		<b>\$40,000.00</b>

**From:** [Marlene Lagoa](#)  
**To:** [Tamara Pillipow](#)  
**Subject:** FW: Director Wickheim Notice of Motion  
**Date:** Thursday, December 12, 2024 9:17:28 AM  
**Attachments:** [Notice of Motion AI Wickheim speed limits.docx](#)

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**From:** Paul Brent <pbrent@mac.com>  
**Sent:** Wednesday, December 11, 2024 12:44 PM  
**To:** Marlene Lagoa <mlagoa@crd.bc.ca>  
**Cc:** Al Wickheim - Director JDF <directorjdf@crd.bc.ca>; directorssi <directorssi@crd.bc.ca>  
**Subject:** Director Wickheim Notice of Motion

CRD IT SECURITY WARNING: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Here t'is. We'll be seeking staff advice as to how to improve this, but wanted to get the basic message out.

Cheers

Paul

Whereas Incorporated areas have the ability to set speed limits to reflect local conditions and hazards, and that Electoral Areas have similar conditions and hazards in select spots, we seek the CRD Board to advocate to the Province (MoTT) for the ability of Electoral areas to establish speed limits and hazard signage in their rural areas.



# Capital Regional District

## HOTSHEET AND ACTION LIST

### Juan de Fuca Water Distribution Commission

Tuesday, December 3, 2024

12 PM

Goldstream Meeting Room  
479 Island Highway  
Victoria, BC

The following is a quick snapshot of the FINAL Juan de Fuca Water Distribution Commission decisions made at the meeting. The minutes will represent the official record of the meeting. A name has been identified beside each item for further action and follow-up.

#### 3. ADOPTION OF MINUTES

The minutes of the October 1, 2024 meeting were adopted as circulated.

#### 7. COMMISSION BUSINESS

##### 7.1 Bylaw No. 4653 – Ticket Information Authorization Bylaw, 1990, Amendment No. 80, 2024

**Recommendation:** That the Juan de Fuca Water Distribution Commission recommends to the Capital Regional District Board:

1. That Bylaw No. 4653, "Ticket Authorization Bylaw, 1990, Amendment Bylaw No. 80, 2024", be introduced and read a first, second, and third time; and
2. That Bylaw No 4653 be adopted.

**CARRIED**

##### 7.2. Process Improvement and Customer Experience Strategies for CRD Water Billing

**Recommendation:** That staff be directed to proceed with the design and construction of a Bulk Water Station within the District of Metchosin, subject to 50% funding from the District of Metchosin, and include the necessary funding (50%) in the 2026 Capital Plan.

**CARRIED**

**The following reports were received for information**

##### 7.3 Summary of Recommendations from Other Water Commissions

##### 7.4 Water Watch Report

**8. NOTICE(S) OF MOTION**

**8.2 Motion with Notice: Remuneration for Juan de Fuca Water Distribution Commissions, J. Rogers**

That the Juan de Fuca Water Distribution Commission direct staff to prepare a report outlining the implications related to amending the Board Remuneration and Travel Expense Reimbursement Policy, to include remuneration for meeting attendance for Juan de Fuca Water Distribution Commissioners, for the Commission's consideration.

**CARRIED**

**8.3 Motion with Notice: Tiered Water User Rate Based on Consumption, J. Rogers**

That staff investigate options to replicate Nanaimo's water user rate calculation where consumption is split among three tiers to encourage water conservation. ~~with a 2026 implementation.~~

**CARRIED**



# Capital Regional District

## HOTSHEET AND ACTION LIST

### Saanich Peninsula Water Commission

Thursday, October 17, 2024

9:30 AM

Meeting Room 2  
Sidney Community Safety Building  
2245 Oakville Ave., Sidney, BC

The following is a quick snapshot of the FINAL Saanich Peninsula Water Commission decisions made at the meeting. The minutes will represent the official record of the meeting. A name has been identified beside each item for further action and follow-up.

### 3. ADOPTION OF MINUTES

The minutes of the July 18, 2024 meeting were adopted.

### 7. COMMISSION BUSINESS

#### 7.1 Saanich Peninsula Water Service 2025 Capital and Operating Budget

**Recommendation:** The Saanich Peninsula Water Commission recommends that the Committee of the Whole recommend that the Capital Regional District Board:

1. Approve the 2025 Operating and Capital Budget and the Five Year Capital Plan;
2. Approve the 2025 Saanich Peninsula Water Service bulk water rate of \$1.2575 per cubic metre, and the Agricultural Research Station water rate of \$1.2927 per cubic metre, adjusted if necessary, by any changes in the Regional Water Supply wholesale water rate;
3. Direct staff to balance the 2024 actual revenue and expense on the transfer to capital reserve fund;
4. Direct staff to update carry forward balances in the 2025 Capital Budget for changes after year end; and
5. Direct staff to amend the Bulk Water Rates Bylaw accordingly.

**CARRIED**

#### **Actions:**

Information request related the agricultural research station water rates.

#### **The following was received for information:**

- 7.2 Update on Amalgamation – Presentation, Dan Huang, Connections Planning Assoc.
- 7.3 Regional Water Supply Commission Staff Report: Bear Hill Extension Project
- 7.4 Summary of Recommendations from Other Water Commissions
- 7.5 Water Watch Report



# Capital Regional District

## HOTSHEET AND ACTION LIST

### Water Advisory Committee

Tuesday, November 26, 2024

12:00 PM

Goldstream Meeting Room  
479 Island Highway  
Victoria, BC

The following is a quick snapshot of the FINAL Water Advisory Committee decisions made at the meeting. The minutes will represent the official record of the meeting. A name has been identified beside each item for further action and follow-up.

#### 3. ADOPTION OF MINUTES

The minutes of the September 23, 2024 meeting were adopted as circulated.

#### 6. GENERAL MANAGER'S REPORT

- 6.1. Water Advisory Committee Bylaw and Terms of Reference Verbal Update
- 6.2. Strategic Plan Verbal Update

#### 7. COMMISSION BUSINESS

##### 7.1 Water Quality Summary Report for Greater Victoria Drinking Water System - May to August 2024

**RECEIVED**

##### 7.2 Water Advisory Committee Proposal - Agricultural Water Rates

###### Recommendations to the Regional Water Supply Commission:

The Water Advisory Committee recommends that the Regional Water Supply Commission maintain the current agricultural water rate.

**CARRIED**

The Water Advisory Committee recommends that the Regional Water Supply Commission encourages a review by the Province of the conditions required for farm status by BC Assessment.

**CARRIED**

##### 7.3 Dam Safety Program Update [Presentation]

**RECEIVED**



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## REPORT TO GOVERNANCE AND FIRST NATIONS RELATIONS COMMITTEE MEETING OF WEDNESDAY, FEBRUARY 5, 2025

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**SUBJECT**    2025 Appointments Advisory Committee

### **ISSUE SUMMARY**

Establish membership to the Appointments Advisory Committee for the current year.

### **BACKGROUND**

On April 14, 2021, the CRD Board adopted the policy titled “*CRD Appointment of Public Members to External Boards*” attached as Appendix A.

The purpose of this policy is to ensure that the most suitable candidates are selected and appointed as CRD Representatives, and to ensure that the process of appointing Public Members to an External Board is inclusive, transparent, and consistently applied. The policy defines the establishment of an Appointment Advisory Committee as an advisory committee responsible for reviewing applications and making recommendations for public member appointments to the CRD Board.

Section 1.0(c) of the Governance and First Nations Relations Committee’s Terms of Reference states:

*(c) The Committee may establish an Appointment Advisory Committee, on an as-and-when needed basis, responsible for reviewing applications and making recommendation for appointments to external boards.*

*i. The Appointment Advisory Committee is permitted to meet in closed when evaluating public member applications.*

The decision before the Committee is to appoint three of its members to the Appointments Advisory Committee. Historically, the Chair of the Governance Committee has also served as the Chair to the Appointments Advisory Committee.

### **ALTERNATIVES**

#### *Alternative 1*

The Governance and First Nations Relations Committee recommends to the Capital Regional District Board:

That the membership of the Appointments Advisory Committee for 2025 include Governance and First Nations Relations Committee Chair Little and the following two committee members: Director [X], and Director [Y].

#### *Alternative 2*

That this report be referred to the Capital Regional District Board for a decision on appointing three members to the Appointments Advisory Committee for 2025.

**IMPLICATIONS**

The CRD has received notice of the following vacancies requiring appointments in 2025:

- **Royal & McPherson Theatres Society:** Appointment of one Appointed Director for a 2-year term by the March 12, 2025 Board meeting.
- **Accessibility Advisory Committee:** Annual appointment for expired and vacant members for a 2-year term by the December 10, 2025 Board meeting.

Legislative Services staff will prepare the call for expressions of interest and work with CRD Corporate Communications on posting the opportunity to serve on the external boards listed above. Staff will bring forward a report to a Closed meeting of the Appointments Advisory Committee that will include a matrix showing which individuals have met the eligibility requirements and established member criteria. The Appointments Advisory Committee will then make a recommendation to the CRD Board for appointment.

**CONCLUSION**

The Appointments Advisory Committee is a sub-committee of the Governance and First Nations Relations Committee. The Committee appoints up to three of its members annually to serve on the Appointments Advisory Committee. Appointments considered by this Committee include the Accessibility Advisory Committee (annually) and external boards (as required) when members of the public may be appointed as CRD Representatives. The Appointments Advisory Committee will review the applicants and then make a recommendation to the CRD Board for appointment.

**RECOMMENDATION**

The Governance and First Nations Relations Committee recommends to the Capital Regional District Board:

That the membership of the Appointments Advisory Committee for 2025 include Governance and First Nations Relations Committee Chair Little and the following two committee members: Director [X], and Director [Y].

Submitted by:	Marlene Lagoa, MPA, Manager, Legislative Services & Deputy Corporate Officer
Concurrence:	Kristen Morley, J.D., General Manager, Corporate Services & Corporate Officer
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer

**ATTACHMENT(S)**

Appendix A: CRD Appointment of Public Members to External Boards Policy



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## CAPITAL REGIONAL DISTRICT CORPORATE POLICY

Policy Type	Board		
Section			
Title	<b>CRD Appointment of Public Members to External Boards</b>		
Adopted Date	April 14, 2021	Policy Number	BRD08
Last Amended			
Policy Owner	Legislative Services		

### 1. POLICY:

The intent of the policy is to establish a standard process for the CRD Board's appointment of Public Members to External Boards.

### 2. PURPOSE:

The purpose of this policy is to ensure that the most suitable candidates are selected and appointed as CRD Representatives, and to ensure that the process of appointing Public Members to an External Board is inclusive, transparent and consistently applied.

### 3. SCOPE:

This policy applies to the filling of vacancies when Public Members are eligible for appointment as a CRD representative or nominee to an External Board.

This policy is intended to supplement, not replace, the appointment processes already prescribed in the establishing governance documents for the External Board. Where sections of this policy conflict with requirements set out in legislation or bylaws, the requirements of those governing documents will prevail.

This policy does not apply to the appointment of CRD Board Members or Municipal Councillors.

### 4. DEFINITIONS:

**"Appointment"** means a resolution by the CRD Board to nominate or appoint a Public Member to an External Board.

**"Appointment Advisory Committee"** means an advisory committee responsible for reviewing applications and making recommendations for public member appointments.

**"CRD Board"** means the governing and executive bodies of the Capital Regional Board, Capital Regional Hospital District Board, and Capital Region Housing Corporation.

**"External Board"** means a non-CRD Board or committee, including but not limited to a society, corporation, foundation, public utility or authority, which has a CRD-appointed or nominated representative as a member.

“**Public Member**” means an individual who is not a CRD Board Member or Municipal Councillor.

## 5. PROCEDURE:

### 5.1. Confirmation of Vacancies

- Legislative Services staff will monitor membership terms and vacancies in accordance with the relevant legislation, bylaw, and terms of reference, as applicable.
- External Boards seeking appointments may specify preferred qualifications or areas of experience for prospective CRD Representatives.

### 5.2. Call for Expressions of Interest

- Calls for expressions of interest will be posted to the CRD website and on social media.
- Expressions of interest for available vacancies may be published in a local newspaper or posted in a local meeting place.
- Expressions of interest must be open for a period of no less than 30 days from the first date of publication of the call for expression of interest.

### 5.3. Consideration of Candidates & Appointments

- CRD staff will prepare a Closed staff report for consideration by the Appointment Advisory Committee during a Closed meeting in accordance with Section 90(1)(a) of the *Community Charter*.
- The Closed staff report must include the following information:
  - **Candidates:** naming of all individuals who have expressed interest by the deadline and may include materials they have submitted;
  - **Re-appointments:** Identify any individuals currently serving on the committee/commission and seeking re-appointment;
  - **Eligibility-Criteria Matrix:** When applicable, a matrix showing which individuals have met the eligibility requirements and member criteria.
  - **Recommendation:** Recommendation to nominate or appoint will be made in accordance with the External Board governing documents and confirmed by a resolution of the CRD Board.
- The appointment of individuals will be determined by a non-weighted all majority vote by the CRD Board.

### 5.4. Communicating and Tracking Appointments

- Legislative Services staff will send written notice and a certified copy of the CRD Board’s resolution to the External Board informing them of the appointment.
- Legislative Services staff will maintain the pertinent contact information of Public Members, along with the appointment information of the External Board to which they have been appointed.

## 6. SCHEDULE:

Schedule A: External Boards with Public Member Appointments

**7. AMENDMENT(S):**

<b>Adoption Date</b>	<b>Description:</b>
April 14, 2021	

**8. REVIEW(S):**

<b>Review Date</b>	<b>Description:</b>
April 2026	

**9. RELATED POLICY, PROCEDURE OR GUIDELINE:**

CRD Board Procedures Bylaw (No. 3828)

Guidelines for CRD Commissions Policy

Non-Disclosure / Confidentiality Agreement for CRD Commissions Policy

**SCHEDULE A**

**External Boards with Public Member Appointments**

<b>Member Agency Boards</b>	<b>Representation Type</b>	<b>Appointment vs. Nomination</b>	<b>Term Length</b>	<b>Current Membership</b>	<b>Governing Documents</b>
BC Ferry Authority	Southern Vancouver Island CVRD or CRD Representative	Nomination	3 years	CVRD Public Member	<i>Coastal Ferry Act/ BC Ferry Bylaw</i>
CREST Corporation	Director	Nomination	2 years	3 Public Members	<i>ECC Act</i>
Greater Victoria Harbour Authority	Member Director	Nomination	2 years	CRD Director	Board Recruitment Policy BRD06
Island Corridor Foundation	Director	Nomination	2 years	CRD Director	ICF Bylaw
Royal and McPherson Theatres Society	Appointed Director	Appointment	2 years <i>RMETS Board may re-appoint (up to 6 years)</i>	3-5 Public Members	RMETS Bylaw
Victoria Airport Authority	CRD Representative	Nomination	3 years	Public Member	VAA Bylaw No. 3



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## REPORT TO GOVERNANCE AND FIRST NATIONS RELATIONS COMMITTEE MEETING OF WEDNESDAY, FEBRUARY 5, 2025

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**SUBJECT**    **First Nations Relations Operational Update**

### **ISSUE SUMMARY**

To provide an update on recent initiatives supporting the Board's priority of advancing respectful relationships with First Nations.

### **BACKGROUND**

#### *Inclusive Regional Governance*

The Inclusive Regional Governance Study Grant has now concluded. A draft final report was brought to the Board on December 11, 2024, circulated to First Nations for their review, and then submitted to the Province in December 2024 with very minor amendments.

Discussions with First Nations regarding inclusive governance continue. Staff met with P'a:chi:da?ah (Pacheedaht) First Nation Chief and Council on January 24<sup>th</sup> to provide an overview of regional district operations and to discuss the Nation's input regarding next steps for inclusive governance. x<sup>w</sup>səpsəm (Kosapsəm) Nation has also requested a similar session with Chief and Council; staff are working to schedule this.

The Province will be reviewing the input from the Capital Regional District (CRD) and other regional districts that participated in the Study Grant, and then determining their next steps towards furthering inclusive governance at regional district boards. The Province is planning to continue to host regular meetings of the regional districts that participated in the Study Grant, to provide input as the Province determines their next steps. CRD staff will continue to participate in these meetings. Additionally, through quarterly intergovernmental meetings with the Province and other opportunities the CRD will continue to share the feedback from First Nations and press the Province to take further steps to implement action item 1.11 from the Declaration Act Action Plan.

#### *Government-to-Government Relationship Building Initiative*

Following the Government-to-Government Relationship Building Initiative Summary Report that was shared with the Board on May 8, 2024, the CRD has taken steps to implement the recommendations of that report. Specifically, the First Nations Relations Division is working closely with other CRD Divisions to encourage respectful engagement timelines and capacity funding where required be incorporated into any First Nations engagement processes.

The First Nations Relations Division is continuing to collaborate with First Nations to develop and implement protocol agreements. The protocol agreements under discussion, also known as Memorandums of Understanding or cooperation agreements, outline priority topics for collaboration and mechanisms for engagement.

Staff have found that regular leadership-level and staff-level meetings with First Nations can provide a more respectful and reciprocal mechanism for engagement in which each party can share their priorities and interests and opportunities for collaboration. First Nations Relations staff work closely with other CRD Divisions in the development of MOU implementation workplans, to

ensure that operational requirements and feasibility are considered along with First Nations' priorities.

#### *Reconciliation Action Plan*

CRD Initiative 15a-3 outlined in the 2023-2026 Corporate Plan commits the CRD to “Partner with First Nations to develop, monitor, and report out on an organization-wide Reconciliation Action Plan” and Board Priority 4a directs CRD staff to develop and implement concrete actions that support reconciliation. The First Nations Relations Division staff are beginning a process to collaborate with First Nations, the CRD Board and all CRD Divisions to create a comprehensive Reconciliation Action Plan with engagement principles, measurable actions and strategic initiatives to advance reconciliation across the CRD. This plan will foster stronger government-to-government relationships, support Indigenous rights, and integrate reconciliation into all CRD Divisions' operations, creating a collaborative environment for ongoing learning and accountability. Updates will be forthcoming.

#### *Archaeology / Heritage Conservation*

Staff continue to build relationships and collaborate closely with involved First Nations leadership, staff, cultural workers and Guardians in archaeological and cultural heritage management and protection. The First Nations Relations Division holds regular meetings with many First Nations to bring forward land altering works from across CRD service delivery that have the potential to impact archaeological sites. The CRD Archaeology Manager then collaborates with First Nations staff and technical experts to develop an archaeological management approach.

CRD has standing offer agreements in place, two with First Nations and one with an organization representing two First Nations, for the provision of cultural and Guardian services to support park maintenance, routine operations and construction projects throughout the region. The agreements also cover the provision of training and knowledge sharing to staff and volunteers, for example Elders providing cultural awareness sessions through land-based meetings to staff and volunteers.

Over the past year the First Nations Relations Division has responded to queries from municipalities and regional districts across the province regarding best practices and processes for archaeological and cultural heritage management. Requests for information have come from the City of Coquitlam, Comox Valley Regional District, City of Cranbrook, City of Kelowna, Metro Vancouver, Sunshine Coast Regional District, District of North Saanich, District of Saanich, and the Islands Trust. In addition, the Manager of Archaeology has presented to a Local Trust Commission, was invited by Gulf Islands National Parks Reserve to meet with Penelakut council member and knowledge holders and has just received a special invitation from First Nations to witness and contribute to the Coastal Erosion Winter Working Group Meeting Series. The Manager of Archaeology has been providing ongoing input into proposed changes to the *Heritage Conservation Act* with an eye to addressing operational aspects that have implications on local governments, and has been invited to present two sessions to the Western Canada Onsite Wastewater Management Association's convention in February 2025.

#### *Training & Educational Opportunities*

Indigenous Cultural Perspectives training is offered as a foundational training for all new staff, delivered by Indigenous Perspectives Society and First Nations Relations Division staff. Two online trainings were offered in 2024.

Archaeology Policy and Process, Heritage Site Conservation, and Archaeological Chance Find Management training are provided to staff, volunteers and contractors involved in land altering works, by the Manager of Archaeology. Over the past year Indigenous Elders have helped offer these trainings, when available. These trainings have resulted in the identification of and subsequent avoidance of impacts to regulated archaeological sites and areas of cultural significance. There is an increasing appetite for additional training and land-based learning from staff and the public. Ten trainings were offered in 2024, including three with Elders in a land-based setting.

Significant and ongoing learning occurs more informally, through meetings and site visits and on-the-ground collaborative projects. CRD Directors gained an enhanced understanding of First Nations' realities, culture, history, governance aspirations and community priorities as well as the ongoing impacts of colonization through participation in government-to-government meetings and site visits. Upcoming protocol agreement signing ceremonies are anticipated to be an opportunity for Directors to learn about First Nations culture, protocol, and priorities.

CRD staff have learned directly from Indigenous Elders, leadership and community members through staff-level meetings, site visits, and project-specific collaborations such as ecological restoration projects. The First Nations Relations Division will continue to prioritize facilitating opportunities for CRD staff and leadership to learn directly from First Nations through collaboration, dialogue and relationship building.

#### *Integrating First Nations Reconciliation as a Corporate Lens*

Across all staff reports, staff are asked to consider the First Nations implications of their projects. The First Nations Implications Guidance Document supports staff in identifying and addressing First Nations implications related to project planning and implementation and will also be referenced as a resource for staff in upcoming service planning. The impact of a proposed project on First Nations relations is a factor considered in service planning.

#### *Supporting CRD Projects & Initiatives*

The First Nations Relations Division provides support, guidance and advice to other CRD Divisions regarding First Nations engagement and related considerations for project planning, timelines, budgets and implementation. Some of the projects recently supported include:

- Water and wastewater operations and planning, including site upgrades at the Maliview Wastewater Treatment Plant, various inlet chambers, flow meter installs and manhole rehabilitations, a planned bypass at McLoughlin Point, and an infrastructure feasibility study for water and wastewater servicing in Port Renfrew;
- Invasive plant species management, including training volunteers on archaeology and heritage conservation and working with T'Sou-ke Nation to address knotweed in the Sooke River;
- Land acquisition and disposition;
- Community park management in the Electoral Areas, including supporting First Nations input into a What We Heard summary document for Mount Maxwell Community Park on Salt Spring Island, and supporting the Galiano Island Parks and Recreation Commission with upcoming First Nations engagement on the development of a Master Plan for Galiano Community Parks;
- Solid waste management and operations, including negotiating a solid waste partnership agreement with the WSÁNEĆ Leadership Council and working with P'a:chi:da?ah̓t (Pacheedaht) First Nation to close and clean-up their temporary transfer site and on Port

- Renfrew waste transfer site operations;
- Implementation of the new Emergency and Disaster Management Act, through supporting the CRD and municipalities to consider jointly engaging with local First Nations;
  - Supporting with First Nations engagement on the Water Supply Area Development Cost Charges and Strategic Plan;
  - Environmental monitoring by First Nation Guardians in the Watershed;
  - Supporting First Nations engagement into Regional Parks management plans and capital projects, for example at East Sooke Regional Park, Mount Work Regional Park, St John Point Regional Park and with portal signs across the region;
  - Juan de Fuca Land Use Planning collaborations with P'a:chi:da?aht (Pacheedaht) First Nation on the process to update the Port Renfrew Official Community Plan;
  - Shoreline stabilization and water quality at Coles Bay Regional Park, with BOKEĆEN (Pauquachin) First Nation; and
  - Collaborating with P'a:chi:da?aht (Pacheedaht) First Nation on identifying and mapping areas of archaeological and cultural significance to inform future project planning and service delivery.

**CONCLUSION**

The recent initiatives highlighted in this report illustrate the variety of ways in which the CRD is operationalizing Board commitments to reconciliation. The work of the First Nations Relations Division, in collaboration with other CRD Divisions, supports the Board priority of advancing strong relationships with First Nations.

**RECOMMENDATION**

There is no recommendation. This report is for information only.

Submitted by:	Caitlyn Vernon, MES, Manager, First Nations Relations
Concurrence:	Kristen Morley, J.D., General Manager, Corporate Services & Corporate Officer
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer



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## REPORT TO GOVERNANCE AND FIRST NATIONS RELATIONS COMMITTEE MEETING OF WEDNESDAY, FEBRUARY 5, 2025

---

**SUBJECT**    Public Website Redesign Update

### **ISSUE SUMMARY**

This report provides an update on the Public Website Redesign Project, which remains on schedule for its planned launch in March 2025.

### **BACKGROUND**

The CRD public website ([www.crd.bc.ca](http://www.crd.bc.ca)) remains a crucial communication tool with more than 2 million visits per year. The current design and navigation systems have been in place since 2014, and a redesign project was brought forward as part of the service planning process to better meet community needs and expectations.

The Public Website Redesign Project began in 2023 and is reflected in the Corporate Plan as initiative 12b-3: Modernize the [crd.bc.ca](http://crd.bc.ca) website. The project aims to modernize the CRD website's design and navigation systems and create a user-friendly, dynamic and accessible virtual front counter that will serve the organization for years to come.

The project includes a change in content management systems from Sitefinity to Drupal and has been designed to meet international accessibility standards, WCAG 2.2 AA. It also aims to update the current URL to a shorter, modern URL ([www.crd.ca](http://www.crd.ca)) and includes five microsites:

- Capital Region Housing Corporation
- Panorama Recreation
- Prepare Yourself
- SEAPARC
- SSIPARC

Additional information about the project goals and objectives are included in Appendix A, Project Presentation.

### **Planning and Design Phase**

Following competitive procurement, work with the vendor (Upanup) began in January 2024. They started by analyzing data already collected and identifying ways to engage with residents to help inform decisions.

The first engagement with residents began in March 2024 with sitemap usability testing. The CRD invited residents to take a quick online test of the sitemap through website banners and social media. The tests gave residents a set of scenarios and asked them to click through a menu of links to tell us where they would click to find information or where they would get lost. This feedback led to several changes to the sitemap and how pages are organized.

Next, seven residents participated in 1:1 moderated design usability sessions in May 2024. These 1-hour sessions gave the project useful insights that informed changes to the home page and other layouts ahead of final designs approved in June.

Conducting this research both with internal and external user groups was important to get a holistic understanding of how users with different needs and levels of experience navigate the website.

The outcome of this phase included delivery of design concepts for the main CRD website and each of the microsites. An overview of the concepts is provided under Appendix B.

### **Content Phase**

The content phase started with an audit of all pages from May to October 2024. In November, content started being moved to Drupal. During migration, content was checked against accessibility standards and styling was applied for consistency.

### **Development Phase**

Development began in July 2024, with regular check-ins between the vendor and staff on components requiring integration with other systems or clarification of requirements prior to delivering the website to the CRD for testing during the beta phase.

The Technology & Digital Transformation team has been advancing the “myCRD” account concept in tandem with the website project. A “myCRD” account will provide residents with a single login to access a variety of CRD online services.

The new website will be the first tool to use the “myCRD” account, starting with utility billing and business opportunities. This integration marks a significant step in building a seamless and scalable system for managing resident and business interactions. Further details about additional integrations and their progress can be found in Appendix C.

### **Beta Testing & Training Phase**

The beta testing & training phase started on January 6 and runs until February 27. During this phase, staff are reviewing all six websites before they go live and documenting any bugs, issues or enhancements for the vendor to address ahead of launch.

### **Launch Phase**

CRD staff and the vendor will coordinate steps required for a successful launch and operational handoff. This includes coordination related to search optimization and indexing by major search engines. Communication activities related to launch include an update to the home page of each website, social media messaging and an internal lunch and learn session.

## **IMPLICATIONS**

### *Alignment with Board & Corporate Priorities*

The website redesign project aligns with Board Priority initiative 5d) Foster greater civic participation among diverse community members, and is in the Corporate Plan as initiative 12b-3) Modernize the crd.bc.ca website.

### *Alignment with Existing Plans & Strategies*

The new websites once launched are foundational to both the Communications & Engagement Strategic Plan and a Digital Strategy for the CRD. They also support the CRD Accessibility Plan objective to “ensure communication materials are more accessible.”

### *Equity, Diversity & Inclusion Implications*

A key goal of the project is to design a website that meets internationally recognized web standards set by the World Wide Web Consortium (W3C). Their Web Content Accessibility Guidelines (WCAG) set the standard for making web content more accessible to people with disabilities and we aim to meet WCAG version 2.2 level AA across all pages.

The project also focused on reducing the reading level of web pages, knowing that plain language can reduce barriers and build trust. Efforts to simplify language will not end when the website launches given the amount of content staff create, update and publish on a regular basis.

A ‘translate’ feature has been added to the website and microsites in support of our commitment to inclusion, and a feedback form has been added to every web page to proactively invite feedback to identify areas where content needs to be improved or simplified for all users.

### *Financial Implications*

The total combined capital and one-time implementation budget for this project is \$754,000, including additional internal short-term staff resources and the vendor contract. The project is on track for completion on time and within budget.

There are no ongoing changes to operational funding for the web team, which consists of two staff members within Corporate Communications & Engagement. These staff will continue to receive project and change management support from the Technology & Digital Transformation (TDT) team. Additionally, a hosting and maintenance agreement with Upanup ensures continuous technical support to complement the efforts of internal staff.

### *Service Delivery Implications*

The domain name change from [www.crd.bc.ca](http://www.crd.bc.ca) to [www.crd.ca](http://www.crd.ca) is limited to the public website at this time. Changes beyond the website such as email addresses and other platforms are not planned at this time.

The website introduces several new features designed to enhance how residents interact with CRD services and stay informed. Email subscription options allow users to receive updates on topics of interest, ensuring they remain aware of important changes, events, and service updates.

Additionally, the website includes dedicated community pages that provide tailored information for specific areas within the CRD, helping residents quickly locate relevant resources and updates.

The hosting and maintenance agreement with Upanup provides 24x7 support and a highly available, resilient cloud-based hosting solution.

Beyond the project, the Board Portal that CRD Directors use to view correspondence will have a new website URL. Further details will be shared with Board members closer to the change.

**CONCLUSION**

The CRD is modernizing its public website with an updated look and feel, along with improved navigation and accessibility features. The Public Website Redesign Project is progressing as planned and remains within budget and on track for launch in March 2025.

**RECOMMENDATION**

There is no recommendation. This report is for information only.

Submitted by:	Zoe Gray, Manager, Website & Public Engagement
Concurrence:	Andy Orr, Senior Manager, Corporate Communications
Concurrence:	Chris Hauff, Senior Manager, Technology & Digital Transformation
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer

**ATTACHMENT(S)**

- Appendix A: Presentation
- Appendix B Part 1: Design Concept – CRD
- Appendix B Part 2: Design Concept – CRHC
- Appendix B Part 3: Design Concept – Panorama Recreation
- Appendix B Part 4: Design Concept – SEAPARC
- Appendix B Part 5: Design Concept – Salt Spring Island PARC
- Appendix B Part 6: Design Concept – PrepareYourself.ca
- Appendix C: Integrations

# Website Redesign Project

Governance & First Nations Relations Committee

February 5, 2025

# Background

- The current version of our website launched over 10 years ago after 2 years of research, development and design.
- Users' perception of the website resulted in an average of 3.7 out of 5 when assessing usability, credibility, loyalty and appearance.



Usability



Credibility



Loyalty



Appearance

# Project Goals & Objectives

- Improve user experience
- Increase accessibility
- Improve navigation & search functionality
- Optimize for mobile
- Update content & information/promote transparency
- Integrate with digital tools and add more email notifications
- Strengthen security & privacy



**PrepareYourself.ca**



# Our Approach

## Internal Research

Staff workshops to develop personas and capture user stories

## External Research

Sitemap was tested by members of the public and one on one sessions further informed the design and navigation

## Best Practices

Pages are being updated and tested against accessibility standards.

We are adding more email subscription options and asking for feedback on every page.

Plain language training for staff and less formal tone.



# Key Features



Website URL Change  
[www.crd.bc.ca](http://www.crd.bc.ca) > [www.crd.ca](http://www.crd.ca)



myRecyclopedia > “What Goes Where”  
app & web search



★ Email Subscription Email  
subscriptions for: News, Alerts,  
Public Notices, Water Outages



Side-Wide Feedback forms



★ My CRD log in to access CRD Water  
Billing and Business Opportunities

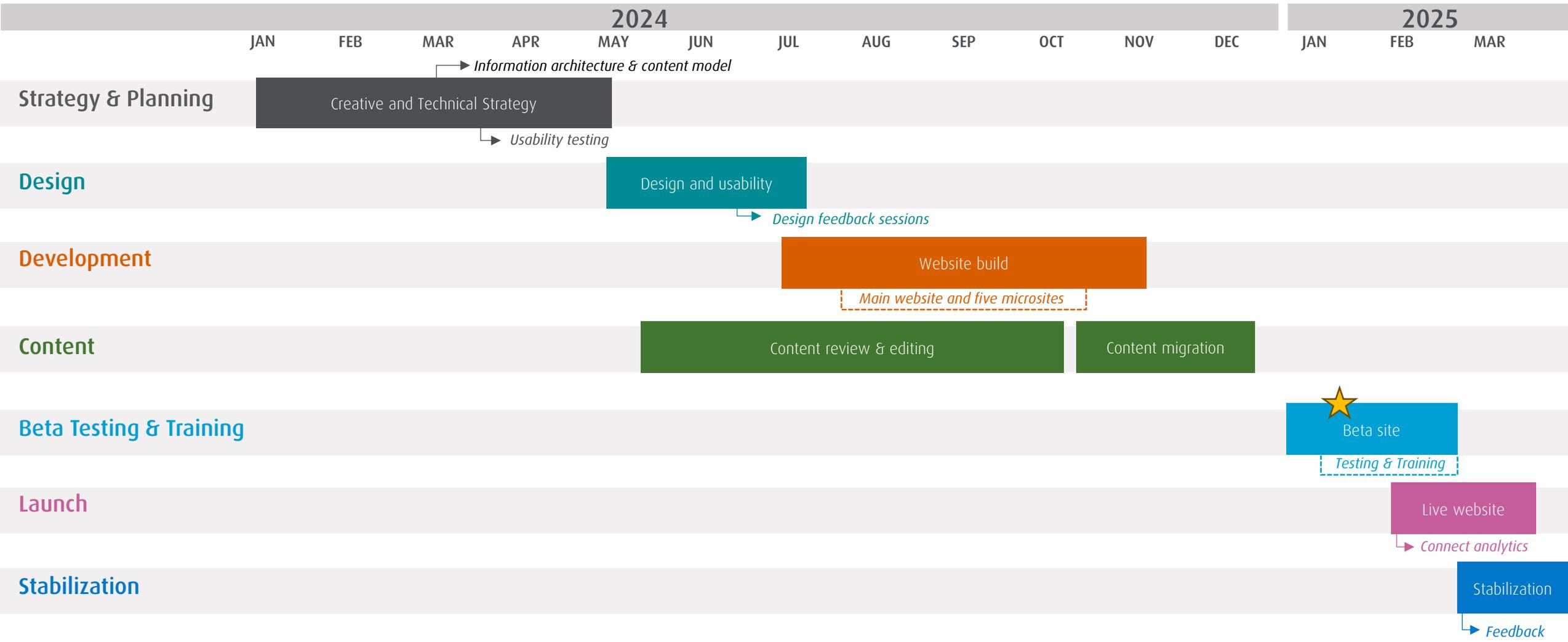


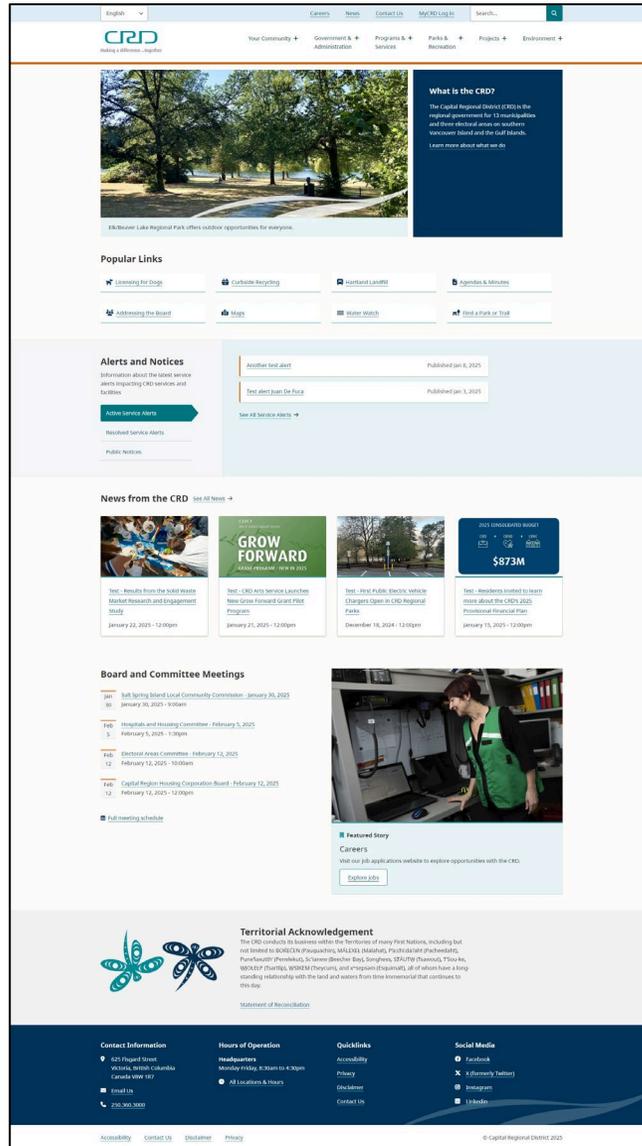
Translation feature to improve accessibility  
and functionality on screen readers



These features allow us to build future strategies to deliver additional online tools

# Website Redesign timeline





# Appendix B Design Concepts:

- CRD
- CRHC
- Panorama
- SEAPARC
- SSIPARC
- PrepareYourself



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## APPENDIX C: Website Integrations

The CRD public website has 20 custom content types and modules with a defined set of fields, workflows, and/or integrations with other systems.

<b>Feature</b>	<b>Details</b>	<b>Integration</b>
Subscribe for email updates via website	Used for the following content types: <ul style="list-style-type: none"><li>• News</li><li>• Board Highlights</li><li>• Business Opportunities</li><li>• Public Notices</li><li>• Alerts</li><li>• Water Outages</li><li>• Meeting agendas &amp; minutes</li></ul>	Constant Contact
Events calendar	Sign up for free public tours and workshops	Eventbrite (public tours requiring registration)
"What Goes Where" page (new) & App	Look up how to recycle or dispose of products across all streams	Recollect (embedded widget)
Permit reporting	Generate tables of historical data showing number and value of building permits issued within the region filtered by municipality or electoral area.	Custom CRD web service (API)
Traffic counts	Generate tables of data showing historical traffic volumes collected by the CRD for up to 20 street locations.	Custom CRD web service (API)
Fire & weather data	Check latest data used by watershed protection teams to monitor conditions.	Custom CRD web service (API)
Water quality pages	Generate reports showing water sampling	Custom CRD web service (API)

	data for each system the CRD is responsible for.	
Meetings	View live and archived committee, commission and CRD board meeting videos.	Granicus
Committees & Commissions.	View current membership and related details	Custom CRD web service (API)
Water billing	Used by water service customers to opt in for e-billing and check their account balance.	LoginRadius (account registration/identity) SAP (billing)
Business opportunities	Login to view details of procurement and tender opportunities. Account registration is required.	LoginRadius



Elk/Beaver Lake Regional Park offers outdoor opportunities for everyone.

What is the CRD?

The Capital Regional District (CRD) is the regional government for 13 municipalities and three electoral areas on southern Vancouver Island and the Gulf Islands.

Learn more about what we do

Popular Links

- Liability for Dogs Curbside Recycling Hazard Landfill Agendas & Minutes Addressing the Board Maps Water Watch Find a Park or Trail

Alerts and Notices

Information about the latest service alerts impacting CRD services and facilities

- Active Service Alerts Resolved Service Alerts Public Notices

- Another test alert Published Jan 8, 2025 Test alert Juan De Fuca Published Jan 8, 2025 See All Service Alerts ->

News from the CRD See All News ->

Grid of news items: Results from the Solid Waste Market Research and Engagement Study; CRD Arts Service Launches New Grow Forward Grant Pilot Program; First Public Electric Vehicle Chargers Open in CRD Regional Parks; Residents invited to learn more about the CRD's 2025 Provisional Financial Plan.

Board and Committee Meetings

- Jan 30 Salt Spring Island Local Community Commission - January 30, 2025 Feb 5 Hospitals and Housing Committee - February 5, 2025 Feb 12 Electoral Areas Committee - February 12, 2025 Feb 12 Capital Region Housing Corporation Board - February 12, 2025



Featured Story Careers Visit our job applications website to explore opportunities with the CRD. Explore jobs



Territorial Acknowledgement The CRD conducts its business within the Territories of many First Nations, including but not limited to BOREGEN (Paupquachan), MALEKET (Malahat), Pa'chida'ah (Pacheedaht), PUNE'LAUTTH (Ponikwot), Sca'mew (Beecher Bay), Songlines, ST'AT'IT (Tsawout), T'SOU'KE, WOOD'ELP (Woodlark), WISNEEM (Towayucan), and W'seq'sam (Esquimalt), all of whom have a long-standing relationship with the land and waters from time immemorial that continues to this day.

Statement of Reconciliation

Contact Information: 625 Fingard Street, Victoria, British Columbia. Hours of Operation: Monday-Friday, 8:30am to 4:20pm. Quicklinks: Accessibility, Privacy, Disclaimer, Contact Us. Social Media: Facebook, X, Instagram, LinkedIn.

## Building Community

We are passionate about delivering affordable, attractive, inclusive, and sustainable housing for residents within the capital region.

[Our properties](#) →



## Properties



### West Park

- View Royal
- Apartment Complex
- Vacancy



### Prosser Place

- Central Saanich
- Apartment Complex
- Waitlist Available



### Hockley House

- Langford
- Apartment Complex
- Coming Soon

[All properties](#) >

How can we help you?

Tenant Services

Finding a Home



### Paying Your Rent

Tenant's rent payments must be paid on or before the first day of each month.



### Maintenance Request

Submit a maintenance request if you have an issue with your home and require assistance.



### Ending Your Tenancy

Find out the requirements for ending your tenancy and moving out of your suite.



### Contact Us

Connect with us directly for inquiries, feedback, or any assistance you may need.



Approx. 205 new homes are coming to Pandora Ave.

## New Homes Underway in Victoria

Thanks to many partnerships, important collaborations and funding programs, new affordable homes are underway throughout the region.

[Our projects](#) →

1 of 4



## Territorial Acknowledgement

The CRD conducts its business within the traditional territories of many First Nations, including but not limited to BOKEĆEN (Pauquachin), MĂLEXEL (Malahat), Pa'chi:da'zaht (Pacheedaht), Pune'laxutth' (Penelakut), Sc'ianew (Beecher Bay), Songhees, STĂUTW (Tsawout), T'Sou-ke, WJOLELP (Tsartlip), WSIKEM (Tseycum), and x'sepsəm (Esquimalt), all of whom have a long-standing relationship with the land and waters from time immemorial that continues to this day.

[Statement of Reconciliation](#) >

## Connect with the CRHC

Walk-in Address:  
625 Fisgard Street

Mailing Address:  
631 Fisgard Street,  
Victoria, BC V8W 1R7

[Email us](#)

Office Hours:  
Monday to Friday,  
8:30am to 4:30pm

General Inquiries:  
250.388.6422

After Hours Emergencies:  
250.388.1690

## Quicklinks

[Careers](#)

[Rental Inquiries](#)

[Report an Issue](#)

[Territorial Acknowledgement](#)

## CRHC | CRD

The CRHC is a wholly owned subsidiary of the Capital Regional District (CRD) and is the largest non-profit housing provider on Vancouver Island, providing homes for almost 4,000 tenants.

[About Us](#)



### Activity Schedules

Learn about scheduled and drop-in activities including swimming, skating, fitness programs, weight room, and more.



### Online Program Registration

Plan your recreation fun by browsing our program offerings and registering online today, with no wait!



### Admissions and Passes

We have a variety of admission options for our facilities. View the latest prices and various passes, or purchase a gift card!

## Popular Links


[Aquatics](#)

[Skating & Hockey](#)

[Weight Room](#)

[Fitness Classes](#)

[Drop-In Sports](#)

[Registration](#)

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[Camps](#)

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## Join the fun, Panorama is hiring!

Panorama Recreation offers a fun and dynamic workplace with great wages and employee benefits. A variety of positions exist within the Fitness/Weights, Aquatics, Arena, Community Recreation, Racquet Sports, Special Events, Administration and Facilities departments.

[Current Job Opportunities](#)


## Territorial Acknowledgement

The CRD conducts its business within the Territories of many First Nations, including but not limited to BOKEĆEN (Pauquachin), MÁLEXEL (Malahat), Pa:chi:da:zaht (Pacheedaht), Pune'axutth' (Penelekut), Sc'lanew (Beecher Bay), Songhees, STÁUTW (Tsawout), T'Sou-ke, WJOLELP (Tsartlip), WSIKEM (Tseycum), and x'msepsam (Esquimalt), all of whom have a long-standing relationship with the land and waters from time immemorial that continues to this day.

[Statement of Reconciliation](#)

### Contact Information

1885 Forest Park Dr.  
North Saanich, BC V8L 4A3

250.656.7271

[Email us](#)

[Facility Hours](#)

### Quicklinks

[How to Register](#)

[Job Opportunities](#)

[News & Updates](#)

### Social Media

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[X \(formerly Twitter\)](#)

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### About Us

Panorama Recreation offers a wide variety of recreational and general interest programs at many different locations throughout the communities of North Saanich, Central Saanich and the Town of Sidney.



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### Register for a Program

Our secure online registration site allows you to browse, register and pay for a class immediately, with no wait.



### Our Facilities

Browse all of the activities and programs being offered by SEAPARC for spring / summer 2024.



### Employment Opportunities

SEAPARC offers a fun and dynamic workplace with great wages and employee benefits.

## Popular Links



[Aquafit Schedule](#)



[Arena Schedule](#)



[Weight Room](#)



## January-April Program Registration

Registration for winter programs, including community recreation, arena, fitness, and advanced aquatic programs is now available. Registration for swim lesson set 2 opens March 12th at 9:00am.

[Winter Program Guide](#)



## Territorial Acknowledgement

The CRD conducts its business within the Territories of many First Nations, including but not limited to BOKEĆEN (Pauquachin), MÁLEXEL (Malahat), Pa:chi:da?ahit (Pacheedaht), Pune'axutth' (Penelekut), Sc'lanew (Beecher Bay), Songhees, STAUTW (Tsawout), T'Sou-ke, WJOLELP (Tsartlip), WSIKEM (Tseycum), and x'msepsam (Esquimalt), all of whom have a long-standing relationship with the land and waters from time immemorial that continues to this day.

[Statement of Reconciliation](#)

### Contact Information

2168 Phillips Road  
PO Box 421  
Sooke, BC V9Z 1H4

250.642.8000

### Quicklinks

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[Job Opportunities](#)

[News](#)

### Social Media

### About Us

SEAPARC provides recreational facilities, programs and activities for people living in Sooke and communities within the JDF Electoral Area (Otter Point, Shirley, Jordan River and East Sooke). We are a service of the Capital Regional District, overseen by the Sooke and Electoral Area Parks and Recreation Commission.



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### Activity Schedules

Learn about scheduled and drop-in activities including swimming, skating, fitness programs, weight room, and more.



### Online Program Registration

Plan your recreation fun by browsing our program offerings and registering online today, with no wait!



### Admissions and Passes

We have a variety of admission options for our facilities. View the latest prices and various passes, or purchase a gift card!

## Popular Links



[Aquatics](#)



[Community Parks](#)



[Gym](#)



[Youth Programs](#)



[Events & Parties](#)



[Employment](#)



[Early Years Programs](#)



## Winter 2025 Registration

The Winter 2025 recreation guide is online and ready for viewing. Registration began Wednesday December 4th. The guide includes Winter swimming lessons, pool schedule, and programs!

[Parks & Recreation Guide Winter 2025](#)



## Territorial Acknowledgement

The CRD conducts its business within the Territories of many First Nations, including but not limited to BOKEĆEN (Pauquachin), MÁLEXEL (Malahat), Pa:ch:ida?ah (Pacheedaht), Pune'axuttiv (Penelekut), Sc'lanew (Beecher Bay), Songhees, STÁUTW (Tsawout), T'Sou-ke, WJOLEP (Tsartlip), WSIKEM (Tseycum), and x'msepsam (Esquimalt), all of whom have a long-standing relationship with the land and waters from time immemorial that continues to this day.

[Statement of Reconciliation](#)

### Contact Information

262 Rainbow Road  
Ganges, BC V8K 2M3

250.537.1402

### Quicklinks

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[Job Opportunities](#)

[News](#)

### Social Media

### About Us

SSIPARC provides a variety of parks, arts, recreation & culture programs and facilities on Salt Spring Island. We are a service of the Capital Regional District, administered by the Salt Spring Island Local Community Commission.



## Preparing Southern Vancouver Island for Emergencies

[Local Emergency Programs](#) >>

◀ 1 of 3 ▶

### Events for Emergency Preparedness

[All events](#) >>

#### [Preparedness 101: Emergency Preparedness Begins With You](#)

🕒 May 22, 7:00pm - 8:00pm  
📍 Online

#### [Saanich Emergency Program Volunteer Information Session](#)

🕒 May 15, 7:00pm - 8:00pm  
📍 Saanich Commonwealth Place, Saanich

#### [Free Victoria Ready Emergency Preparedness Workshop](#)

🕒 Apr 25, 7:00pm - 8:30pm  
📍 Victoria Fire Hall #1, Victoria

#### [Saanich Emergency Program Volunteer Information Session](#)

🕒 May 15, 7:00pm - 8:00pm  
📍 Saanich Commonwealth Place, Saanich

### Ways to Prepare



#### [Hazards in our Region](#)

Learn about different emergencies in our region and how to be prepared



#### [Guide to Emergency Preparedness](#)

What do before, during, and after an emergency, and checklists so you don't forget anything



#### [Local Media](#)

Become familiar with your local broadcasters as Emergency Officials may rely on local media to inform the public



#### [Get Your Kit Together](#)

Create emergency kits for different locations to ensure that you and your family are prepared

### Helpful Resources

#### [Extreme Heat Information Portal](#)

Explore and understand the capital region's vulnerability and exposure to extreme heat.

#### [FREE Virtual Emergency Preparedness Workshop](#)

Learn how to prepare for emergencies, make a plan, get your kit together, and connect with your neighbours.

#### [Tsunami Information Portal](#)

An interactive map and data widgets that allow you to visualize and gain a holistic understanding of tsunami-related information.

#### Local Emergency Programs

Each municipality and electoral area operates their own emergency programs. Visit your local emergency program website for information on programs in your area.

[Central Saanich](#)

[Juan de Fuca](#)

[Oak Bay](#)

[Sooke](#)

[Colwood](#)

[Langford](#)

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[Highlands](#)

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[Sidney](#)

[View Royal](#)

#### Marine & Land Forecasting

[Fisheries and Oceans Canada](#)

[Tide Tables](#)

[The Weather Network](#)

[Environment Canada](#)

#### Provincial Resources

[British Columbia FireSmart](#)

[PreparedBC: Make your emergency plan](#)

[Extreme Heat Information Portal](#)

[Tsunami Information Portal](#)

[Regional Emergency Management Partnership](#)

# Aligning the Federal/Provincial Homelessness Response

February 5, 2025

CRD Hospitals & Housing  
Committee Presentation



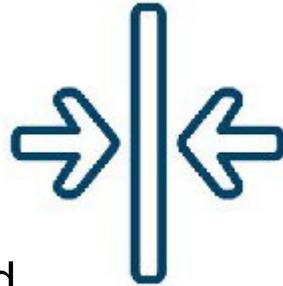
# Agenda

- Federal/Provincial Alignment
- CRD Regional Alignment
- Key Milestones from 2024
- Partnering with the Canadian Alliance to End Homelessness

# Federal-Provincial Alignment

## • Reaching Home

- As Canada's Homelessness Strategy, Reaching Home is a community-based program that aims to prevent and reduce homelessness by providing direct support and funding to communities through a Community Entity (CE) model
- A Coordinated Access system supported by HIFIS (or equivalent HMIS) and quality data are cornerstones of the Reaching Home program



## • Belonging in BC

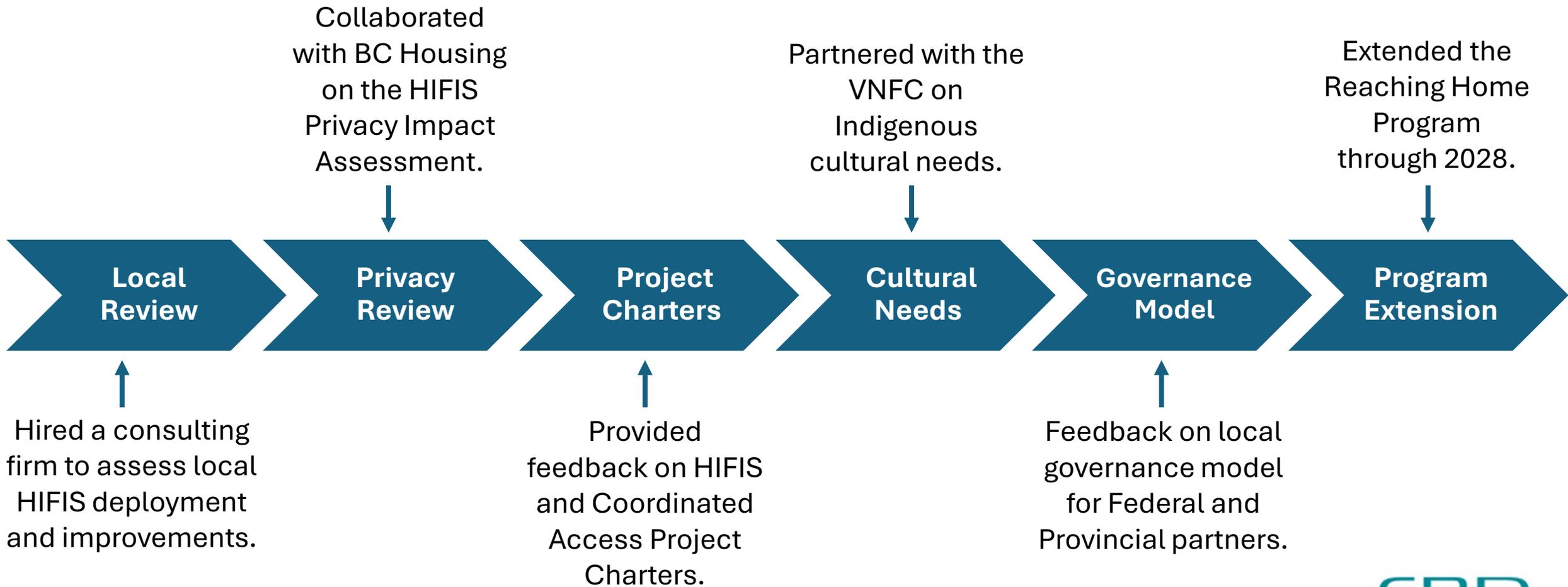
- A comprehensive provincial plan to prevent and reduce homelessness that focuses on access to services and housing through coordinated government and community systems
- A Coordinated Access system will support the implementation of the province's Integrated Support Framework and improve coordination of services to enable improved access

# CRD Regional Alignment

- CRD staff are working with Federal & Provincial partners on the alignment project to integrate Coordinated Access and HIFIS policies under the Reaching Home Program.
- In 2024, **HICC, HMA, BC Housing** and federal Reaching Home Community Entities, including the CRD, launched a new partnership.
- The partnership aims to align efforts across governments to address homelessness.



# Key Milestones from 2024:



# Partnering with the Canadian Alliance to End Homelessness (CAEH)

- The CAEH has partnered with the Province of BC to provide support to the Province, BC Housing and CEs on the alignment project through Built for Zero Canada.
- Improvement & Data Advisors will provide coaching and data support for By-Name data, Coordinated Access and other system resources, data dashboards, scorecards and other tools to CE and BCH staff.
- The CAEH will help the region and province with problem solving, provide supports to improve, analyze and use data, and promote data literacy and best practices.
- CAEH Supports in the CRD are expected to begin April 2025



**QUESTIONS?**



Making a difference...together

## REPORT TO HOSPITALS AND HOUSING COMMITTEE MEETING OF WEDNESDAY, FEBRUARY 5, 2025

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**SUBJECT**     **Reaching Home Contribution Agreement Extension**

### **ISSUE SUMMARY**

To support the continued delivery of the Reaching Home Program (RHP), the Capital Regional District (CRD) and the Government of Canada must negotiate and execute an amending agreement that enables the CRD to continue as the Community Entity (CE) responsible for administering the program through to March 31, 2028.

### **BACKGROUND**

The CRD is currently administering approximately \$18.7 million (M) in Designated Communities (DC) funding between 2019 and 2026 on behalf of the Government of Canada through the RHP.

The RHP is a community-based program aimed at preventing and reducing homelessness across Canada. This program provides funding to urban, Indigenous, rural, and remote communities to help them address their local homelessness needs. The RHP aligns with the goals of the National Housing Strategy to support the most vulnerable Canadians in maintaining safe, stable, and affordable housing and to reduce chronic homelessness nationally by 50% by 2028.

Local priorities are outlined in a Community Plan, which is approved by the Community Advisory Board (CAB). Appendix A contains the recent *2024-2026 Capital Region Community Plan – A Guide to Achieving the Reaching Home Program Requirements*, which was approved in December 2024. Appendix B provides a summary overview of the various sub-projects currently supported through the RHP. The CAB supports the CRD, as CE, in implementing the RHP by undertaking a range of activities critical to community-based program delivery. Appendix C, attached, is the CAB Terms of Reference.

In January 2024, the Federal Government outlined five milestones in a 'Critical Path towards Homelessness Individuals & Families Information System (HIFIS) and Coordinated Access (CA) Implementation' that would enable two-year extensions of Reaching Home agreements for CEs in British Columbia, to March 31, 2028. These milestones were:

1. Configuration of the HIFIS sandbox by BC Housing for each DC CE, so that it includes the Community Administrator role and related functionalities.
2. Sign-off on the HIFIS Project Charter by the Ministry of Housing, BC Housing, DC CEs, and Housing, Infrastructure, and Communities Canada (HICC).
3. Approval of the overall critical path in BC and its timelines by the Ministry of Housing, BC Housing and HICC.
4. Agree on response to the Office of the Information and Privacy Commissioner recommendations related to the provincial Privacy Impact Assessment (PIA).
5. Updated local critical paths for each DC CE that align with the overall critical path.

All five milestones have now been completed. As a result, in November 2024, the Government of Canada notified the CRD of its intention to amend the RHP Contribution Agreement for an additional two years – from April 1, 2026 to March 31, 2028 – with approximately \$9.16M in

additional funding. This amendment includes \$7.78M for a two-year funding extension (2026-2028), and \$1.38M in incremental funding for the 2024-2026 fiscal years. The RHP Contribution Agreement amendment is attached as Appendix D.

## **ALTERNATIVES**

### *Alternative 1*

The Hospitals and Housing Committee recommends to the Capital Regional District Board: That Edward Robbins, Chief Administrative Officer, or their duly authorized delegate, be authorized to negotiate and execute agreements with the Government of Canada and receive funds through the Reaching Home Program and do all things incidental to finalize such agreements and deliver the program.

### *Alternative 2*

That this report be referred to staff for additional information based on Hospital and Housing Committee direction.

## **IMPLICATIONS**

### *Social Implications*

The RHP directly supports vulnerable Canadians through the work of sub-projects within the community. While the CRD does not directly provide social and/or clinical services in support of vulnerable populations, the funding is allocated to local service providers for initiatives that advance these efforts. Projects are identified through a Call for Proposals with funding priorities guided by the Community Plan and specific recommendations from the CAB. Upon receipt of applications for funding, CE staff screen applications for eligibility and then distribute to CAB members for evaluation and scoring which results in a list of project recommendations. This process helps better align the needs of individuals experiencing or at imminent risk of homelessness and the requirements of the RHP.

### *Legal Implications*

In addition to the general administrative and program delivery obligations of the RHP Contribution Agreement, there are three distinct projects that are also required under the amended agreement:

#### Coordinated Access (CA)

In partnership with the Indigenous Homelessness CE, the CRD will be required to have a CA system in place by March 31, 2026. The minimum requirements, as prescribed by Canada, include expectations related to governance, access points, triage, vacancy matching and referrals.

#### Homeless Individuals & Family Information System (HIFIS)

To support the successful implementation of CA, communities must implement HIFIS to achieve the minimum requirements for CA.

#### Point-in-Time Count and Enumeration

To further data collection activities, the Government of Canada requires Point-in-Time Count surveys be completed every three years, starting in Spring 2025 (while originally planned for Fall 2024, the timeline was extended by Canada to Spring 2025). This activity will include both an enumeration and survey of people experiencing homelessness in the community to standards set out by the Government of Canada. Additionally, future enumerations are required to be conducted annually.

*Financial Implications*

The 2025-2028 CRD Provisional Financial Plan included an estimate of RHP funding. When the 2025-2028 CRD Final Financial Plan is updated in March 2025, it will be updated to include the revised funding amounts. Table 1 shows the total RHP funds expected from the Government of Canada for the next two years. Note that the Government of Canada’s fiscal year cycle is April 1 – March 31.

**Table 1: Designated Communities (DC) Funding by Year**

<b>Designated Communities</b>	<b>2024-2026 Incremental Funding</b>	<b>2026-2028 Funding</b>	<b>Total</b>
Funding for Initiatives	\$1,173,530	\$6,609,447	\$7,782,977
Administration	\$207,094	\$1,166,373	\$1,373,467
<b>Sub-Total</b>	<b>\$1,380,624</b>	<b>\$7,775,820</b>	<b>\$9,156,444</b>

The RHP oversight responsibilities include financial administration, reporting and record keeping as well as review of eligible expenditures. The RHP is subject to an annual audit of the program’s activities conducted by a third party. These conditions remain unchanged in the amending agreement.

*Service Delivery Implications*

All costs associated with the delivery of the RHP are recovered through the administrative allocation as permitted by the program. Therefore, there is no additional cost associated with program delivery.

While the *2024-2026 Capital Region Community Plan – A Guide to Achieving the Reaching Home Program Requirements* was recently approved in December 2024, the program requirements stipulate that CEs in BC must develop their 2026-2028 Community Plans in early 2025. A CAB endorsed plan will then provide a framework to guide the development of future local priorities for the RHP, ensuring alignment with overarching goals and objectives.

*Intergovernmental Implications*

Entering into these agreements will sustain an ongoing partnership that has proven effective in addressing the Government of Canada and CRD’s mutual interests in working to better address the challenge of homelessness in Canada. Since the CRD’s most recent extension of the RHP in February 2024, there has been progress towards the implementation of HIFIS and CA throughout BC.

For several years, federal and provincial partners have heard from BC Housing staff, RHP CEs, and broader community organizations that a more effective approach to addressing homelessness requires a renewed and aligned partnership across different levels of government. In response, BC Housing, the Ministry of Housing, and HICC have spent the past year developing a coordinated, data-driven approach to homelessness, focusing on alignment between all parties to better support individuals at risk across the province.

In June 2024, a new working-level partnership was established between BC Housing, the Ministry of Housing, HICC, and CEs in BC. Since then, CRD staff, as representatives of the CE for the Victoria Census Metropolitan Area, have actively participated in the BC Trilateral Open Forum.

Their contributions have led to several key milestones, including:

- Conducting a comprehensive alignment process to assess data needs and resources regarding homelessness across BC communities.
- Completing the ‘Critical Path towards HIFIS and CA Implementation’ thus enabling the extension of the RHP through 2028.
- Sign off on a HIFIS Project Charter and development of a CA Project Charter.
- Providing feedback on BC Housing’s provincial PIA.

The continued delivery of the RHP through a community-based approach positions the CRD in an influential role working with the federal and provincial government and other partners to address homelessness.

**CONCLUSION**

The CRD can sustain its partnership with the Government of Canada to address issues related to homelessness by continuing to administer the RHP. To better position itself to execute the agreements in a short timeframe, staff recommend the CRD Board delegate the finalization and execution of the agreements to the CRD’s Chief Administrative Officer (CAO). In total, this will represent an additional \$9.16M for RHP funds into the community with all costs for delivering these funds to eligible community-based projects being covered through the administrative allocation as permitted by the program.

**RECOMMENDATION**

The Hospitals and Housing Committee recommends to the Capital Regional District Board: That Edward Robbins, Chief Administrative Officer, or their duly authorized delegate, be authorized to negotiate and execute agreements with the Government of Canada and receive funds through the Reaching Home Program and do all things incidental to finalize such agreements and deliver the program.

Submitted by:	James Proctor, BSS, MA, Manager, Housing Planning, Policy, and Programs
Concurrence:	Don Elliott, BA, MUP, Acting General Manager, Housing, Planning & Protective Services
Concurrence:	Nelson Chan, MBA, FCPA, FCMA, Chief Financial Officer, GM Finance & IT
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer

**ATTACHMENTS**

- Appendix A: 2024-2026 Capital Region Community Plan – A Guide to Achieving the Reaching Home Program Requirements
- Appendix B: Current Reaching Home Program Sub-Projects 2024-26
- Appendix C: Reaching Home Program Community Advisory Board Terms of Reference
- Appendix D: Reaching Home Program Amendment Agreement No. 5 – 2024-2028

**Reaching Home:**

**Capital Region Community Plan –  
A Guide to Achieving the Reaching Home  
Program Requirements**

**2024–2026**

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\* Estimate based on an assumed inflation rate of 2.5%, actual to vary based on 2024 Consumer Price Index

## Introduction

In completing this template, communities are encouraged to develop comprehensive Community Plans that reflect the contributions of all funding partners, including other orders of governments, not-for-profit organizations, and the for-profit sector. The Community Plan does not preclude adjustments in priorities throughout the funding cycle; communities are still expected and encouraged to regularly review priorities for investment with their Community Advisory Board(s), including sub-project approval.

To support communities in completing their Community Plan, a Reference Guide has been developed. It is strongly recommended that this be reviewed prior to completing this template to ensure understanding of the requirements.

Please note that in communities that receive funding from both the Designated Communities (DC) and Indigenous Homelessness (IH) streams, ongoing and meaningful cross-stream collaboration is expected to support the achievement of community-level outcomes reflecting the needs of the whole community.

The Community Plan for Reaching Home must be approved by the DC or TH Community Advisory Board (CAB) before it is submitted to Infrastructure Canada.

Additionally, if your community has an Indigenous Homelessness (IH) Community Advisory Board (I-CAB), they must affirm that they have been engaged on the Community Plan before it is submitted. If your community is developing a joint plan with the IH stream Community Entity, both CABs must approve the community plan prior to submission.

In addition to the core elements required in this template, communities are welcome to share any other information and/or documents that they feel might provide further insight into their local context as it relates to housing and/or homelessness context.

## 1. Community Engagement

*As part of the community planning exercise, you must engage with community partners with the goal of understanding the needs of the local homelessness sector and identify local homelessness priorities using a coordinated, systems-based and data-driven approach.*

*Please describe the steps taken to engage your community partners in developing this Community Plan to ensure a community-based approach. Your response must include:*

- *Which partners were engaged;*
- *When and how engagement occurred; and*
- *What aspects of the Community Plan were discussed, as well as what aspects of the Plan (i.e., decisions, outcomes, next steps) were influenced by these discussions.*

**Note:** *Meaningful collaboration with Indigenous and non-Indigenous partners and service providers, as well as the IH CE and I-CAB where applicable, is expected in the development of this Community Plan and must be explicitly referenced in this section. The Indigenous Partners in Your Community worksheet created for the Community Homelessness Report (CHR) may be helpful to complete this section. Please see [CHR: Reporting Tools e-course on the Homelessness Learning Hub](#).*

In February 2024, the Capital Regional District (CRD) and Housing, Infrastructure and Communities Canada (HICC) finalized the two-year extension of the Reaching Home Program Contribution Agreement. This extension continued the CRD's role as the Designated Community Entity (CE) responsible for administering the Reaching Home Program in the Capital Region. In advance of this and to support the prompt delivery of the program funding, the Community Advisory Board (CAB) approved a two-year investment plan (2024-2026) in December 2023.

The CE actively engaged with the Designated Communities CAB during the development of both the Community Plan and Investment Plan. A preliminary draft was presented to the CAB for input and feedback in September 2024.

The CE has confirmed with HICC that the title of the Greater Victoria Community Plan can be modified as: "2024-2026 Capital Region Community Plan – A Guide to Achieving Reaching Home Program Requirements," which better reflects the plan's focused scope. This revised title emphasizes that the plan is specifically designed to help the CE meet the program requirements of the Reaching Home directives and is a targeted tool for compliance with federal directives, rather than a comprehensive community strategy.

Engagement with the CAB was important for gathering valuable insights that shaped the Community Plan. The CAB's contributions ensured the plan reflected community priorities and facilitated a more robust engagement process. Their guidance

highlighted several key partners and areas that could be included in the engagement summary, including:

### **Engagement with Funded Subprojects:**

The CAB advised engaging funded subprojects to better understand both the strengths and potential barriers presented by the Reaching Home Program. Bringing together all organizations currently funded through this program provides a forum for sharing insights on effective practices and identifying areas for improvement when it comes to both the implementation of the program and to the delivery of projects. In alignment with this feedback, a sub-project meeting was held in April 2024, where organizations shared their experiences, highlighting both successes and challenges. This type of feedback helps the CE make changes to the program, where possible, to better support organizations in their implementation of the Reaching Home Program.

CE staff are planning to host another engagement session with funded subprojects to discuss the challenges and successes of the Reaching Home Program. When asked, funded subprojects have generally been supportive of an annual engagement session but requested several months' notice for planning, highlighting the need for clarity on its purpose and participants to guide discussions and staff involvement.

Following the September 2024 CAB meeting, the CE revised the Quarterly Narrative Report form for funded subprojects to better capture insights on project successes and challenges. The updated form enhances the CE's understanding of how to support both funded projects and the clients they serve.

Additionally, the CE modified its approach to the annual fall site visits to include specific questions about how funded subprojects incorporate feedback from clients with lived experience of homelessness and how this feedback influences program design and delivery. In response to CAB feedback, CE staff also began inquiring about potential structural barriers within the Reaching Home Program that may hinder the effective delivery of subprojects. Focusing on 'structural barriers' instead of 'funding challenges' aims to identify program issues while reducing pressure on funded subprojects and recognizing potential power dynamics between funders and recipients. Some examples of structural barriers identified by subprojects within the Reaching Home Program include:

- A common perception that Reaching Home addresses symptoms rather than root causes, operating often as a reactionary program.
- The two-year funding cycle limits the ability to effectively plan staff resources. More specifically, there are general concerns that the precarious nature of short funding cycles can result in losing valuable staff to more stable employment opportunities.
- A significant reporting and monitoring burden, particularly given the funding amounts and the additional requirements from other federally funded programs.

- Some subprojects raised concerns about issuing rent supports directly to landlords rather than tenants.
- A perception that prevention funding only being used for those "at imminent risk of homelessness" (suggested by HICC as being within two weeks of losing their home) may limit the ability to implement more upstream preventive measures to assist individuals before they reach that critical point.

The insights from funded subprojects highlight the critical role of engagement in enhancing the effectiveness and impact of the Reaching Home Program within the community. While Reaching Home funding is secure for the remainder of the program's term, dedicating a portion of any new or additional funds to a continuous engagement stream could facilitate ongoing feedback. Ultimately, this feedback enables the DC CE to better assist funded subprojects and, consequently, the community, by restructuring funding administration or advocating to HICC for changes in program parameters.

### **Engagement with the Indigenous Homelessness Community Entity (IH CE)**

DC CE staff engaged with IH CE staff in October 2024 to discuss the draft Community Plan content. Further engagement sessions may be planned at a later date if funding is extended, and a more robust community plan is needed. The DC CE will continue to engage the IH CE on developments pertaining to the planning and implementation of Coordinated Access and HIFIS alignment in the Capital Region.

Continued engagement with the CAB, funded subprojects, the IHCE and other community partners will be vital in ensuring the Reaching Home program makes a meaningful impact in the community. Further investment in engagement efforts will enable the DC CE to better support projects and advocate for necessary adjustments, ultimately benefiting the community. Future funding extensions could enhance such collaboration, ensuring a comprehensive approach to addressing homelessness.

## **2. Investment Plan**

*2.1 In the table below, please identify your community's allocation of Reaching Home funding in the DC or TH and Community Capacity and Innovation (CCI) streams from 2024-25 to 2027-28<sup>1</sup>.*

	2024-25	2025-26	2026-27	2027-28	Total
<b>Reaching Home Annual Allocation</b>	\$3,743,110	\$3,743,110	\$	\$	\$7,486,220

<sup>1</sup> Communities on two-year agreement extensions should report on investment plans for 2024-25 and 2025-26 at this time.

\* Estimate based on an assumed inflation rate of 2.5%, actual to vary based on 2024 Consumer Price Index

2.2 In the table below, please outline your planned division of DC/TH and CCI Reaching Home funding from 2024-25 to 2027-28 by activity area. Please note that it is acceptable that your community's funding priorities change over time. This investment plan is to demonstrate that your community has a vision of moving forward for the allocation of Reaching Home funding.

Activities area	2024-25	2025-26	2026-27	2027-28
<b>Housing Services</b>	11%	11%	%	%
<b>Prevention and Shelter Diversion</b>	17%	17%	%	%
<b>Client Support Services</b>	35%	35%	%	%
<b>Capital Investments</b>	0%	0%	%	%
<b>Coordination of Resources and Data Quality Improvement</b>	22%	22%	%	%
<b>Administration</b>	15%	15%	%	%
<b>TOTAL</b>	100%	100%	%	%

\* Estimate based on an assumed inflation rate of 2.5%, actual to vary based on 2024 Consumer Price Index

2.3 In the text box below, please describe how Community Capacity and Innovation (CCI) funding will be used to support coordinated and data-driven service delivery (e.g., supporting Coordinated Access, the Outcomes-Based Approach and use of HIFIS or existing, equivalent Homeless Management Information System).

In December of 2023, the Designated Communities Community Advisory Board approved a two-year investment plan. Compared with previous investment plans, the one approved for 2024 to 2026 increases investment in Coordination of Resources and Data Quality Improvement which includes necessary Community Capacity and Innovation funding directed to this area. This investment acknowledges the community's need for resources to support data collection activities, including the 2024-25 Point-in-Time count and survey (currently scheduled for Spring 2025), as well as additional annual enumerations and surveys required by HICC, which align with the Reaching Home Point-in-Time Count timelines. The investment also accounts for the need to expand the use of HIFIS and integrating Coordinated Access regionally across Reaching Home funded organizations and other community partners.

### 3. Cost-Matching Requirement

3.1 In the table below, please outline all funding for homelessness initiatives expected to be received from other funders from 2024-25 to 2027-28<sup>2</sup>. This includes both financial and in-kind contributions.

---

<sup>2</sup> Communities on two-year agreement extensions should report on cost-matching for 2024-25 and 2025-26 at this time.

\* Estimate based on an assumed inflation rate of 2.5%, actual to vary based on 2024 Consumer Price Index

	2024-25	2025-26	2026-27	2027-28	Total
<b>Reaching Home Annual Allocation</b>	\$3,052,798	\$3,052,798	\$	\$	\$6,105,596
<b>Projected Funding From Other Funders towards Homelessness Initiatives</b>					
Program Name and Funder	2024-25 (\$)	2025-26 (\$)	2026-27 (\$)	2027-28 (\$)	Total (\$)
CRD – BC – CMHC: Regional Housing First Program	\$9,167,960	\$21,900,000			\$31,067,960
CRD Regional Housing Trust Fund	\$1,095,000	\$3,240,000			\$4,335,000
Vancouver Foundation and United Way: Non-Profit Funding	\$82,925	\$82,925			\$165,850
In-Kind: CRD Administration	\$69,100	\$69,100			\$138,200
CRD Service Agreements	\$600,250	\$615,256*			\$600,250
CMHC Rapid Housing Initiative	\$9,922,687				\$9,922,687
BC Rental Protection Fund	\$16,800,000				\$16,800,000
CRD Regional Housing Affordability Strategy Update	\$83,333	\$166,667			\$250,000
<b>TOTAL</b>	<b>\$37,821,255</b>	<b>\$25,458,692</b>			<b>\$63,279,947</b>

\* Estimate based on an assumed inflation rate of 2.5%, actual to vary based on 2024 Consumer Price Index

3.2 If your anticipated community contributions are not projected to match funding from Reaching Home for each year, please explain the circumstances below and include a description of the steps you will take to meet the requirement.

N/A

**4. Homeless Individuals and Families Information System (HIFIS)**

Exempt from section as CE is on a two-year funding extension.

4.1 Using your 2023-24 CHR as a guide<sup>3</sup>, please check the box if you have met the following minimum requirements as of March 31, 2024<sup>4</sup>. Any status updates since March 31, 2024, must also be reflected:

Minimum Requirement	Has the MR been met?	Minimum Requirement	Has the MR been met?
HIFIS MR 1	N/A	HIFIS MR 3	<input type="checkbox"/>
HIFIS MR 2	<input type="checkbox"/>	HIFIS MR 4	<input type="checkbox"/>

4.2 For each minimum requirement that has not yet been met (as identified in 4.1), complete a table below to describe how you will meet it by March 31, 2026. Please note that confirmation that communities are on track to do this will be required by October 31, 2025.

Minimum Requirement not yet met: HIFIS MR 2, 3 & 4	
What are the next steps the community will take to meet this requirement?	Target date for completion

<sup>3</sup> For more information on how the minimum requirements align with your Community Homelessness Report, please consult the Community Plan Guide.

<sup>4</sup> Communities with two-year agreement extensions are not required to complete section 4 at this time.

\* Estimate based on an assumed inflation rate of 2.5%, actual to vary based on 2024 Consumer Price Index

## 5. Coordinated Access

Exempt from section as CE is on a two-year funding extension.

5.1 Using your 2023-24 CHR as a guide<sup>5</sup>, please check the box if you have met the following minimum requirements as of March 31, 2024<sup>6</sup>. Any status updates since March 31, 2024, must also be reflected:

Minimum Requirement	Has the MR been met?	Minimum Requirement	Has the MR been met?
CA MR 1	N/A	CA MR 10	<input type="checkbox"/>
CA MR 2	N/A	CA MR 11	<input type="checkbox"/>
CA MR 3	<input type="checkbox"/>	CA MR 12	<input type="checkbox"/>
CA MR 4	<input type="checkbox"/>	CA MR 13	<input type="checkbox"/>
CA MR 5	<input type="checkbox"/>	CA MR 14	<input type="checkbox"/>
CA MR 6	<input checked="" type="checkbox"/>	CA MR 15	<input type="checkbox"/>
CA MR 7	<input type="checkbox"/>	CA MR 16	<input type="checkbox"/>
CA MR 8	<input type="checkbox"/>	CA MR 17	<input type="checkbox"/>
CA MR 9	<input type="checkbox"/>	CA MR 18	<input type="checkbox"/>

5.2 For each minimum requirement that has not yet been met (as identified in 5.1), complete a table below to describe how you will meet it by March 31, 2026. Note that confirmation that communities are on track to do this will be required by October 31, 2025.

Minimum requirement not yet met:	
What are the next steps the community will take to meet this requirement?	Target date for completion

<sup>5</sup> For more information on how the minimum requirements align with your CHR, please consult the Community Plan Guide.

<sup>6</sup> Communities with two-year agreement extensions are not required to complete section 5 at this time.

\* Estimate based on an assumed inflation rate of 2.5%, actual to vary based on 2024 Consumer Price Index

*5.3 Describe how ongoing, meaningful collaboration on Coordinated Access between Indigenous and non-Indigenous partners has or will take place as your community works to implement, maintain and improve a Coordinated Access system.*

[add response here]

## 6. Outcomes-Based Approach

Exempt from section as CE is on a two-year funding extension.

6.1 Using your 2023-24 Community Homelessness Report as a guide<sup>7</sup>, please check the box if you have met the following minimum requirements as of March 31, 2024<sup>8</sup>. Any status updates since March 31, 2024, must also be reflected:

Minimum Requirement	Has the MR been met?	Minimum Requirement	Has the MR been met?
OBA MR 1	N/A	OBA MR 6	<input type="checkbox"/>
OBA MR 2	N/A	OBA MR 7	<input type="checkbox"/>
OBA MR 3	<input type="checkbox"/>	OBA MR 8	<input type="checkbox"/>
OBA MR 4	<input type="checkbox"/>	OBA MR 9	<input type="checkbox"/>
OBA MR 5	<input type="checkbox"/>		

6.2 For each minimum requirement that has not yet been met (as identified in 6.1), including those modified and new as of 2024-25, complete a table below to describe how you will meet it by March 31, 2026. Please note that confirmation that communities are on track to do this will be required by October 31, 2025.

Minimum Requirement not yet met: 3-9	
What are the next steps the community will take to meet this requirement?	Target date for completion

6.3 Please describe how ongoing and meaningful collaboration between Indigenous and non-Indigenous partners has or will take place as your community works to meet the OBA minimum requirements. In communities where the Designated Communities and Indigenous Homelessness streams co-exist, collaboration with the IH-CE and I-CAB (where applicable) is expected.

<sup>7</sup> For more information on how the minimum requirements align with your Community Homelessness Report, please consult the Community Plan Guide.

<sup>8</sup> Communities with two-year agreement extensions are not required to complete section 6 at this time.

\* Estimate based on an assumed inflation rate of 2.5%, actual to vary based on 2024 Consumer Price Index

[add response here]

## 7. Official Language Minority Communities

*The Government of Canada has a responsibility under the [Official Languages Act](#) to ensure that programs and services meet the needs of Official Language Minority Communities (OLMCs). Please describe the steps that you will take to ensure that the services funded under [Reaching Home](#) take the needs of the OLMCs into consideration, where applicable.*

The CE is aware of their responsibilities for identifying OLMCs and understands that none have been formally identified in the Capital region.

According to the 2021 Census, only 155 residents – representing .038% of the Capital region's total population – identified as speaking only French.

In cases where French-only speaking individuals seek services in the region, the CE and CAB have worked together to develop processes to refer service providers to translation and interpretation services should they be identified by the client as necessary. Additionally, representatives from the CAB and CE have in the past collaborated with members of the local Francophone association to produce a directory of homelessness services and programs in French. Future efforts will build on these initiatives to complement this work, if required.

There are multiple translation and interpretation non-profit service organizations available in the Victoria CMA and sub-project agreement holders have been made aware of these services. All sub-project agreements include the requirement that services will be provided, where appropriate, in such a manner as to address the needs of both official language communities.

## 8. Community Advisory Board—Designated Communities/Territorial Homelessness

**Note:** You may list more than one name/organization for each sector, and you may list a name/organization in more than one sector, as applicable.

(Lines below can be removed where not applicable)

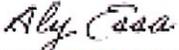
Sector	CAB Members
Infrastructure Canada (Ex-Officio Member)	Donna Wingfield, Housing Infrastructure and Communities Canada
Community Entity (Ex-Officio Member)	Don Elliott, Capital Regional District
Provincial/Territorial government	Jennifer Fox, BC Housing
Local/Municipal government	
Indigenous government	Jordan Koe, Tsawout First Nation Margaret Charlie, Songhees Nation
Individuals with lived experience of homelessness	
Indigenous Peoples, nations and organizations, Friendship Centres	Clint Kuzio, Cool Aid Society Jared Melvin, Island Métis Family and Community Services Society Jordan Koe, Tsawout First Nation Margaret Charlie, Songhees Nation Ron Rice, Victoria Native Friendship Centre
Indigenous housing organizations	Jordan Koe, Housing Manager at Tsawout First Nation
Youth and/or child-serving organizations, including Child Welfare agencies	Jason Walsh, Threshold Housing Society
Organizations serving survivors of domestic violence and their families	
Seniors and senior-serving organizations	
Newcomers and newcomer-serving organizations	Aly Essa, InterCultural Association of Greater Victoria
The private sector	
Police and correctional services	Bojan Grbavac, BC Corrections
Landlord associations and/or the housing sector	
Health organizations, including hospitals and other public health institutions, and organizations focused on mental health and addictions	Ian Bermeo, Victoria Brain Injury Society Sharlene Law, Umbrella Society
Veterans Affairs Canada and/or Veterans-serving organizations	
Organizations serving individuals experiencing, or at risk of experiencing homelessness	Calvin Leitner, Pacifica Housing Clint Kuzio, Cool Aid Society Lee King, Lookout Housing

\* Estimate based on an assumed inflation rate of 2.5%, actual to vary based on 2024 Consumer Price Index

	Jason Walsh, Threshold Housing Society Sylvia Ceacero, Alliance to End Homelessness in the Capital Region Dr. Filip Ani
Other	

**CAB Chairs or Co-Chairs (if applicable):**

I affirm that the above members of the CAB have reviewed the attached Community Plan, and that a majority of CAB members approve of its content.

Aly Essa		2024-12-04
_____ Name	_____ Signature	_____ Date (YYYY-MM-DD)
Ron Rice		2024-12-04
_____ Name	_____ Signature	_____ Date (YYYY-MM-DD)
_____ Name	_____ Signature	_____ Date (YYYY-MM-DD)

\* Estimate based on an assumed inflation rate of 2.5%, actual to vary based on 2024 Consumer Price Index

## 9. Community Advisory Board—Indigenous Homelessness

**Note:** You may list more than one name/organization for each sector, and you may list a name/organization in more than one sector, as applicable.

(Lines below can be removed where not applicable)

Sector	CAB Members
Infrastructure Canada (Ex-Officio Member)	Tina Stenson
Community Entity (Ex-Officio Member)	Ron Rice
Provincial/Territorial government	
Local/Municipal government	
Indigenous government	
Individuals with lived experience of homelessness	
Indigenous Peoples, nations and organizations, Friendship Centres	
Indigenous housing organizations	Alita Tocher
Youth and/or child-serving organizations, including Child Welfare agencies	
Organizations serving survivors of domestic violence and their families	
Seniors and senior-serving organizations	
Newcomers and newcomer-serving organizations	
The private sector	
Police and correctional services	
Landlord associations and/or the housing sector	
Health organizations, including hospitals and other public health institutions, and organizations focused on mental health and addictions	
Veterans Affairs Canada and/or Veterans-serving organizations	
Organizations serving individuals experiencing, or at risk of experiencing homelessness	Anita Zacker, Bernice Kamano, Christie Robbins, Karen Mills
Other	Patrick Harriot, Michelle Newman-Bennet

**Indigenous CAB Chairs or Co-Chairs (if applicable):**

Not applicable as CE is on a two-year funding extension.

(If Community Plan is not a joint plan): I affirm that the above members of the Community Advisory Board have been engaged on the Coordinated Access and Outcomes-Based Approach sections of the attached Community Plan.

**OR**

(If Community Plan is a joint plan): I affirm that the above members of the CAB have reviewed the attached Community Plan, and that a majority of CAB members approve of its content.

_____ Name	_____ Signature	_____ Date (YYYY-MM-DD)
_____ Name	_____ Signature	_____ Date (YYYY-MM-DD)
_____ Name	_____ Signature	_____ Date (YYYY-MM-DD)

\* Estimate based on an assumed inflation rate of 2.5%, actual to vary based on 2024 Consumer Price Index

CURRENT DESIGNATED SUB-PROJECTS 2024-26				
Organization	Sub-Project Title	File Number	Current Total Funding Allocation 2024-26	Project Description
CRD	Community Planner	D2021-02	\$294,120	Tasked with developing the local Coordinated Assessment and Access system and use of the Homelessness Individuals and Families Information System in Greater Victoria, the CRD Community Planner will be key in the CRD meeting the requirements of the Community Entity in the Reaching Home Program.
Victoria Women's Transition House Society	Homelessness Prevention Project	D2024-01	\$478,938	The Homelessness Prevention Project assists women who are survivors of intimate partner violence and abuse to secure safe, stable housing for themselves and their children. This will be accomplished through temporary financial support for maintaining housing, including covering expenses such as utility bills, moving and storage fees, rent and security deposits.
Pacifica Housing Advisory Association	Streets to Homes	D2021-02	\$751,678	This project funds housing outreach workers who are working with clients with a history of chronic or episodic homelessness to locate market housing, support them in their housing, and re-house them if necessary. BC Housing provides rent supplements for these clients to make the rent more affordable. The Streets to Homes project is a collaborative community initiative designed to address homelessness in the community. It has a large network of housing resources and landlords, and provides supports by community referrals. This project is connected to other housing providers in the community and coordinates referrals to their program through shelters and drop in centers, along with many other portals.
Burnside Gorge Community Association	Supporting Families Transitioning to Permanency	D2024-03	\$288,038	Housing Outreach Workers will assist 35 families annually that are homeless, chronically homeless, or living in precarious housing transition into stable, long-term housing. Qualified families will be able to access up to \$3,000 to cover costs associated with transitioning to permanent housing, including first months' rent, damage deposit, utility and service connections, furniture and basic needs supplies. Additional support will be offered by Housing Outreach Workers liaising with landlords and acquiring income assistance or other financial resources.
Victoria Cool Aid Society	Towards Health and Wellbeing Through Cultural Community	D2024-04	\$495,112	Cool Aid's current Indigenous Cultural programming to all Cool Aid housing and shelter sites to increase cultural safe spaces through the organization and address the gap in service delivery.
Beacon Community Association	Homelessness Prevention Fund (HPF)	D2024-05	\$754,286	The HPF is a partnership between eight organizations working together to provide emergency assistance to individuals and families who are in financial crisis and at imminent risk of losing their housing through provision of non-repayable subsidies to cover rent or utilities.
Threshold Housing Society	Youth Engagement for Brighter Futures	D2024-06	\$589,652	Threshold Housing is funded to provide support services for a wrap-around youth transitional housing program. Activities target at-risk youth ages 16-24. As youth become more stable, they graduate to more independent living situations. Threshold helps at risk youth build self-reliance by providing transitional housing, life skills supports, referrals to outside agencies, preparation for tenancy, financial literacy, cooking classes, social activities, pre-employment support, housing loss prevention, and school completion as required.
Sooke Shelter Society	Prevention of Homelessness	D2024-07	\$290,286	Sooke Shelter Society will be providing housing support services, including prevention and housing set-up services to Sooke residents who are experiencing or at risk of homelessness.

Peers Victoria Resources Society	Housing Outreach & Support for Sex Workers and Connected Community	D2024-08	\$370,226	Peers will support participants where they are at, with an emphasis on working with women, trans and non-binary, Indigenous, and sex working populations; to provide support to people on waitlists for housing, provide immediate supports to persons facing eviction to assist with prevention and rehousing options, will assist participants with finding and maintaining housing.
John Howard Society - Victoria	Housing Access Team (HAT)	D2024-09	\$370,226	A collaborative, community-based program that will focus on moving individuals through the housing continuum and into suitable, permanent housing. Staff will work one on one with each client, removing as many barriers to housing as possible. Needs assessments will be completed, and discussions with community partners to support housing placements.
Community Social Planning Council	Pit Count 2025	D2024-10	\$134,096	The Community Social Planning Council of Greater Victoria will be coordinating and reporting results for the 2025 Point-in-Time Count. Activities include working closely with the Aboriginal Coalition to End Homelessness and Volunteer Victoria to ensure success of the survey implementation.

# Terms of Reference



## Reaching Home Program Community Advisory Board (CAB)

### PREAMBLE

On April 1, 2019, the Capital Regional District (CRD) entered into a five-year agreement with the Government of Canada to act as the Community Entity (CE) responsible for administering the Designated Communities Funding Stream of the Reaching Home Program, the Government of Canada's homelessness strategy. Reaching Home requires that all CEs facilitate a Community Advisory Board (CAB) that is inclusive and representative of the community and supports community planning and priority identification. The geographic scope of the CAB is the boundaries of the Greater Victoria Census Metropolitan Area (CMA), as defined by Statistics Canada.

### 1.0 PURPOSE

Reaching Home is a community-based program aimed at preventing and reducing homelessness across Canada. This program provides funding through various streams across Canada including Designated Communities (urban centers), Indigenous Communities, Territorial Communities and Rural and Remote Communities. Reaching Home supports the goals of the National Housing Strategy, in particular to support the most vulnerable Canadians in maintaining safe, stable and affordable housing and to reduce chronic homelessness nationally by 50% by fiscal year 2027 to 2028.

### 2.0 ESTABLISHMENT AND AUTHORITY

- a) Members of the Reaching Home CAB will be recommended by the General Manager, Planning and Protective Services to the CRD Board for approval.
- b) The convening Chair and Vice Chair of the Reaching Home CAB will be selected on an annual basis.

### 3.0 ROLES AND RESPONSIBILITIES

- a) Create and implement a Terms of Reference and other policies and procedures central to the functions of the CAB that address membership terms and conditions, including recruitment processes, length of tenure, attendance requirements, and/or any delegated tasks. Provide advice to the Community Entity (CRD) in its actions directed toward fulfillment of its roles and responsibilities (see Appendix A).
- b) Through the CAB, provide advice to the Alliance to End Homelessness in the Capital Region (AEH) on CE responsibilities delegated to the AEH as outlined in Appendix B.
- c) Collaborate with the Indigenous Homelessness Community Advisory Board to ensure effective coordination of funding for the purpose of service delivery in the community.
- d) Develop an engagement strategy that includes detail on how it will achieve and sustain broad and inclusive representation.
- e) Provide approval of a Community Plan that includes outcomes and indicators to be used to guide action and monitor progress toward effectively addressing issues related to homelessness in the Greater Victoria area.

- f) Assess and recommend projects for funding to the Community Entity.
- g) Be representative of the community by recruiting members that provide broad and inclusive representation of the community.
- h) Support the Community Entity (CRD) and its partners in the planning and implementation of coordinated access.
- i) Approve Community Progress Reports.

#### **4.0 MEMBERSHIP**

- a) The Reaching Home CAB will consist of up to 16 voting members. BC Housing, Vancouver Island Health Authority and The Alliance to End Homelessness in the Capital Region are considered standing members and will have the opportunity to appoint members to the CAB.
- b) The Reaching Home Community Advisory Board will have up to 13 voting members from the following groups:
  - Agencies serving Indigenous people experiencing homelessness
  - First Nations located within the boundaries of the Capital Metropolitan Area
  - Local non-profit organizations providing housing to people experiencing homelessness
  - Local health or social support service providers
  - People with lived experience of homelessness
  - Police or Correctional service providers
  - Local business community
  - Senior serving agencies
  - Youth serving agencies or Child Welfare authorities
  - Newcomer serving agencies
  - Local neighborhood or community associations
- c) Ex-officio representation from both Service Canada and the Community Entity (CRD Staff) who will advise on program eligibility requirements, and guide the CAB if and when significant changes to the program are introduced.
- d) Non-standing members will be identified through a public recruitment and selection process.
- e) The CAB may provide input on membership to CRD Staff who in turn will submit a slate of members for approval by the CRD Board.
- f) Whenever possible, Indigenous representation will be a true reflection of the percentage of Indigenous people experiencing homelessness at any point in time.
- g) The Community Entity will make an effort to provide for the participation of individuals from groups who experience systemic discrimination in the community, particularly those who are identified within various protected grounds of Federal and Provincial human rights legislation.
- h) In the event of the death, resignation, termination or disqualification of a CAB member, CRD Staff can appoint a successor for the remainder of the term.
- i) If a member is absent from two or more consecutive meetings of the CAB without approval of the CAB Chair, the CRD Board may, upon the recommendation of the GM of Planning and Protective Services, terminate the appointment of such member thereby creating a vacancy on the CAB.
- j) Members will be appointed to serve an initial two-year term and can serve up-to an additional consecutive two-year term for a maximum of four years at the discretion of the General Manager of Planning and Protective Services and with CRD Board approval.

## **5.0 MEETINGS**

- a) The CAB will meet on a quarterly basis throughout the year.

## **6.0 PROCEDURES**

- a) Any directions and decisions requiring a vote will be done by assigning each member one vote.
- b) A quorum of the CAB is a majority of the representatives nominated and/or appointed from time to time. In the case that a conflict of interest is declared, quorum will still be in effect and not be reassessed dependent on the number of voting members leaving.
- c) Representatives of the CAB shall serve without remuneration.
- d) At the request of a CAB member, and with the consent of the CAB Chair, guests or delegations may be invited to attend, present to and/or participate in meetings of the Committee.
- e) The CAB Terms of Reference will be reviewed annually or as required.

## **7.0 RESOURCES AND SUPPORT**

- a) The Senior Manager of the CRD Regional Housing Division, the Manager of CRD Housing Initiatives and Programs, will provide strategic support and act as liaisons for the Committee.
- b) Minutes and agendas are prepared and distributed by the CRD Regional Housing Division.
- c) The CRD Regional Housing Division will employ staff that provide additional administrative and planning support as required.

## Appendix A

### Reaching Home Program

### Designated Communities

#### 1.0 Community Entity Roles and Responsibilities

- a) Enter into agreements with the Government of Canada to administer the Reaching Home Program.
- b) Ex-officio representation on the CAB to include the CE who will advise on program eligibility requirements, and guide the CAB where significant changes to the program are introduced.
- c) Implement Reaching Home in accordance with ESDC approved work plans.
- d) Manage all aspects of program administration.
- e) Implementing selection processes and soliciting and assessing sub-project proposals in an open and fair manner;
  - Facilitating calls for proposals;
  - Determining eligibility of proposals based on Program Directives;
  - Overseeing proposal evaluation and recommendation processes;
  - Completing due diligence and approving project budgets;
  - Executing final agreements with sub-projects and other planning projects;
  - Managing sub-project funding agreements, including financial and activity monitoring of sub-projects to ensure compliance with sub-agreements and achievement of expected results.
  - Implement required data collection processes with sub-project organizations
  - Reporting quarterly and annually to ESDC on Program implementation, sub-project performance, financial claims, and progress toward achievement of outcomes;
  - Conducting and submitting annual audit to ESDC;
  - Overseeing Community Progress Report development, submission to ESDC and publication.
- f) Ensure Designated Communities funding stream is fully invested to address priorities identified in the Community Plan. Ensure Indigenous Homelessness funding stream is fully invested to address priorities identified by the CAB.
- g) Inform the CAB about the status and results of sub-projects and other activities related to the prevention and reduction of homelessness in the community.
- h) Manage all public communications related to the implementation of the Reaching Home Program.
- i) CABs and CEs are expected to identify Official Language Minority Communities (OLMCs) within their community and ensure that appropriate services and supports are available in both official languages where there is significant demand. See Directives for more details on CE roles related to OLMCs.
- j) Through working with community partners, including, if applicable, in partnership with the Indigenous Homelessness stream Community Entity within the Designated Community where the Recipient is located, CEs shall provide annually to Canada, beginning in 2020-2021, using a template provided by Canada, no later than sixty (60) days following the period covered by the report (i.e. the previous fiscal year), a Community Progress Report, satisfactory to Canada in scope and detail. The

Community Progress Report will be published publicly in a time and manner prescribed by Canada.

## **2.0 Coordinated Access**

- a) Oversee the development of policies and procedures outlining how the coordinated access process operates in the areas of access, assessment, prioritization and matching & referral.
- b) Have a Coordinated Access system in place by March 31, 2022, that fully meets all Reaching Home minimum requirements for Coordinated Access. The minimum requirements, as prescribed by Canada, outline Canada's expectations for the design of Coordinated Access systems across the following areas: coverage, governance operating model, access, assessment, prioritization, matching and referral, and Homelessness Management Information System (HMIS) platform.
- c) Where one Community Entity is responsible for delivering both streams, the Community Entity will be responsible to engage with the Community Advisory Board(s) and Indigenous service providers as they are critical partners in a community's efforts to prevent and reduce homelessness, and their participation in coordinated access is essential to its success.

## **3.0 HIFIS**

- a) Develop a set of local agreements to manage privacy, data sharing, and client consent within a community-wide HMIS in compliance to municipal, provincial and federal laws.
- b) Work with BC Housing and ESDC to sign necessary Data Provision Agreements and an End-user License Agreements to support the use of HIFIS to support the delivery of Reaching Home.
- c) Setup a governance structure to oversee decisions related to implementing and maintaining HIFIS and the data collected.
- d) Access a server and establish corresponding security and safeguards to secure the data collected.

## **Appendix B**

### **Reaching Home Program**

#### **Designated Communities**

#### **1.0 Alliance to End Homelessness in the Capital Region (AEH)**

- a) Coordinate government agencies, non-profits, health services and community organizations around the delivery of housing and services directed toward efforts to reduce homelessness in the region, and report to the CAB through the AEH Executive Director.
- b) Support engagement in the development of a Community Plan that includes outcomes and indicators to be used to guide action and monitor progress toward effectively addressing issues related to homelessness in the Greater Victoria area.
- c) Engage with community organizations and individuals, including Indigenous, in the community beyond the homeless serving sector and gather all available information related to the community's local homelessness priorities, and develop a coordinated approach to addressing homelessness in the region.
- d) Receive and report on quantitative and qualitative data that outlines progress toward the achievement of the goals of the regional Community Plan to End Homelessness.
- e) Provide advice and feedback on any plans or strategies required by the Government of Canada related to the CEs delivery of the Reaching Home Program.

## Appendix C

### Reaching Home Program - Designated Communities Conflict of Interest Policy (From BC Community Charter)

#### Division 6- Conflict of Interest

#### 100 Disclosure of conflict

- a) This section applies to council members in relation to:
  - council meetings
  - council committee meetings, and
  - meetings of any other body referred to in section 93 [*application of open meeting rules to other bodies*].
- b) If a council member attending a meeting considers that he or she is not entitled to participate in the discussion of a matter, or to vote on a question in respect of a matter, because the member has:
  - a direct or indirect pecuniary interest in the matter, or
  - another interest in the matter that constitutes a conflict of interest, the member must declare this and state in general terms the reason why the member considers this to be the case.
- c) After making a declaration under subsection (2), the council member must not do anything referred to in section 101 (2) [restrictions on participation].
- d) As an exception to subsection (3), if a council member has made a declaration under subsection (2) and, after receiving legal advice on the issue, determines that he or she was wrong respecting his or her entitlement to participate in respect of the matter, the member may:
  - return to the meeting or attend another meeting of the same body,
  - withdraw the declaration by stating in general terms the basis on which the member has determined that he or she is entitled to participate, and
  - after this, participate and vote in relation to the matter.
- e) For certainty, a council member who makes a statement under subsection (4) remains subject to section 101 [restrictions on participation if in conflict].
- f) When a declaration under subsection (2) or a statement under subsection (4) is made,
  - the person recording the minutes of the meeting must record,
  - the member's declaration or statement,
  - the reasons given for it, and
  - the time of the member's departure from the meeting room and, if applicable, of the member's return, and
- g) unless a statement is made under subsection (4), the person presiding at that meeting or any following meeting in respect of the matter must ensure that the member is not present at any part of the meeting during which the matter is under consideration.

#### 101 Restrictions on participation if in conflict

- a) This section applies if a council member has a direct or indirect pecuniary interest in a matter, whether or not the member has made a declaration under section 100.
- b) The council member must not

- remain or attend at any part of a meeting referred to in section 100 (1) during which the matter is under consideration,
  - participate in any discussion of the matter at such a meeting,
  - vote on a question in respect of the matter at such a meeting, or
  - attempt in any way, whether before, during or after such a meeting, to influence the voting on any question in respect of the matter.
- c) A person who contravenes this section is disqualified from holding office as described in section 108.1 [*disqualification for contravening conflict rules*] unless the contravention was done inadvertently or because of an error in judgment made in good faith.

## **102 Restrictions on inside influence**

- a) This section applies if a council member has a direct or indirect pecuniary interest in a matter, whether or not the member has made a declaration under section 100.
- b) The council member must not
- remain or attend at any part of a meeting referred to in section 100 (1) during which the matter is under consideration,
  - participate in any discussion of the matter at such a meeting,
  - vote on a question in respect of the matter at such a meeting, or
  - attempt in any way, whether before, during or after such a meeting, to influence the voting on any question in respect of the matter.
- c) A person who contravenes this section is disqualified from holding office as described in section 108.1 [*disqualification for contravening conflict rules*] unless the contravention was done inadvertently or because of an error in judgment made in good faith.

## **102 Restrictions on outside influence**

- a) In addition to the restriction under section 102, a council member must not use his or her office to attempt to influence in any way a decision, recommendation or action to be made or taken by any other person or body, if the member has a direct or indirect pecuniary interest in the matter to which the decision, recommendation or other action relates.
- b) A person who contravenes this section is disqualified from holding office as described in section 108.1 [*disqualification for contravening conflict rules*] unless the contravention was done inadvertently or because of an error in judgment made in good faith.

## **104 Exceptions from conflict restrictions**

- a) Sections 100 to 103 do not apply if one or more of the following circumstances applies:
- the pecuniary interest of the council member is a pecuniary interest in common with electors of the municipality generally;
  - in the case of a matter that relates to a local service, the pecuniary interest of the council member is in common with other persons who are or would be liable for the local service tax;
  - the matter relates to remuneration, expenses or benefits payable to one or more council members in relation to their duties as council members;

- the pecuniary interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the member in relation to the matter;
  - the pecuniary interest is of a nature prescribed by regulation.
- b) Despite sections 100 to 103, if a council member;
- has a legal right to be heard in respect of a matter or to make representations to council, and
  - 105 is restricted by one or more of those sections from exercising that right in relation to the matter, the council member may appoint another person as a representative to exercise the member's right on his or her behalf.

### **105 Restrictions on accepting gifts**

- a) A council member must not, directly or indirectly, accept a fee, gift or personal benefit that is connected with the member's performance of the duties of office.
- b) Subsection (1) does not apply to:
- a gift or personal benefit that is received as an incident of the protocol or social obligations that normally accompany the responsibilities of office,
  - compensation authorized by law, or
  - a lawful contribution made to a member who is a candidate for election to a local government.
- c) A person who contravenes this section is disqualified from holding office as described in section 108.1 [*disqualification for contravening conflict rules*] unless the contravention was done inadvertently or because of an error in judgment made in good faith.

### **106 Disclosure of gifts**

- a) This section applies if;
- a council member receives a gift or personal benefit referred to in section 105 (2) (a) that exceeds \$250 in value, or
  - the total value of such gifts and benefits, received directly or indirectly from one source in any 12-month period, exceeds \$250.
- b) In the circumstances described in subsection (1), the council member must file with the corporate officer, as soon as reasonably practicable, a disclosure statement indicating;
- the nature of the gift or benefit,
  - its source, including, if it is from a corporation, the full names and addresses of at least 2 individuals who are directors of the corporation,
  - when it was received, and
  - the circumstances under which it was given and accepted.
- c) A person who contravenes this section is disqualified from holding office as described in section 108.1 [*disqualification for contravening conflict rules*] unless the contravention was done inadvertently or because of an error in judgment made in good faith.

### **107 Disclosure of contracts with council members and former council members**

- a) If a municipality enters into a contract in which;
- a council member, or

- a person who was a council member at any time during the previous 6 months, has a direct or indirect pecuniary interest, this must be reported as soon as reasonably practicable at a council meeting that is open to the public.
- b) In addition to the obligation under section 100 [disclosure of conflict], a council member or former council member must advise the corporate officer, as soon as reasonably practicable, of any contracts that must be reported under subsection (1) in relation to that person.
- c) A person who contravenes subsection (2) is disqualified from holding office as described in section 108.1 [*disqualification for contravening conflict rules*] unless the contravention was done inadvertently or because of an error in judgment made in good faith.

*Approved by Reaching Home CAB March 02, 2023*

## CANADA – CAPITAL REGIONAL DISTRICT

AGREEMENT FOR GREATER VICTORIA REACHING HOME – DESIGNATED  
COMMUNITIES

## AMENDING AGREEMENT NO. 5

**BETWEEN:** HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of Housing (“Canada”)

**AND**

**CAPITAL REGIONAL DISTRICT**, continued or incorporated pursuant to the Local Government Act of British Columbia (the “Recipient”)

individually referred to as a “Party” and collectively referred to as the “Parties”.

**RECITALS**

**WHEREAS** the Minister of Housing is responsible for a program entitled Reaching Home: Canada’s Homelessness Strategy (the “Program”);

**WHEREAS** the Parties entered into an Agreement dated February 29, 2024 setting out the terms and conditions for Canada’s contribution under the Program for the Project (“the Original Agreement”);

**WHEREAS** the Recipient is responsible for carrying out the Project as described in Schedule A (“the Project”) of the Agreement and Canada wishes to provide financial support for the Project and its objectives;

**AND WHEREAS** the parties wish to amend the agreement to modify the agreement end date and update the project components and cashflow as outlined in the original agreement (the “amending agreement no.4”, and together with the original agreement, “the agreement”);

**NOW, THEREFORE**, in accordance with the mutual covenants and agreements herein, the Parties hereby agree as follows:

**1. AMENDMENTS TO THE AGREEMENT****Project Description Paragraph 7 of Schedule A**

Included in this amendment: Budget 2024 funding of:

2024-2025	\$690,312
2025-2026	\$690,312
2026-2027	base funding \$1,004,181 + incremental funding \$2,883,729 = \$3,887,910
2027-2028	base funding \$1,004,181 + incremental funding \$2,883,729 = \$3,887,910

Of this additional funding, the following amounts are intended to provide additional support towards maintaining and improving Coordinated Access systems.

2026-2027 funding of \$80,850  
2027-2028 funding of \$80,850

Communities are required to match this additional funding for 2024-2025, 2025-2026, 2026-2027 and 2027-2028 with contributions from the community. This will be reported as part of the Community Plan for funding for 2024-2025 to 2027-2028.

## Objectives

From April 1, 2019, to March 31, 2028, the Recipient, as the Community Entity for Victoria, British Columbia, will administer funding under the Designated Communities stream of Reaching Home in accordance with priorities identified through community planning.

The funding allocation under the Designated Communities funding stream for Victoria, British Columbia is \$3,743,110 annually in 2024-2025 and 2025-2026 and \$3,887,910 annually in 2026-2027 and 2027-2028. Reaching Home funds will be used to support projects selected based on Community Planning priorities and recommendations of the Community Advisory Board, as well as program terms and conditions, and related policies and directives of Reaching Home.

The Recipient is allocated funding of \$161,700 in 2024-2025 and 2025-26, and \$80,850 annually in 2026-2027, and 2027-2028 to support continued investments towards maintaining and improving the Coordinated Access system.

### Section 1.1 Maximum Contribution of Canada of Schedule B

#### Replace:

The total maximum amount of Canada's contribution towards the Eligible Expenditures of the Project is: **\$18,737,094.**

#### With:

The total maximum amount of Canada's contribution towards Eligible Expenditures of the Project is: **\$27,893,538.**

### Section 1.2 Maximum Contribution of Canada of Schedule B

#### Replace:

The maximum amount payable by Canada in each Fiscal Year of the Project Period on account of the contribution is as follows, unless authorized in writing by Canada:

\$883,253 in Fiscal Year 2019/2020  
\$870,753 in Fiscal Year 2020/2021  
\$3,411,662 in Fiscal Year 2021/2022  
\$3,227,512 in Fiscal Year 2022/2023  
\$4,238,318 in Fiscal Year 2023/2024  
\$3,052,798 in Fiscal Year 2024/2025  
\$3,052,798 in Fiscal Year 2025/2026

#### With:

The maximum amount payable by Canada in each Fiscal Year of the Project Period on account of the contribution is as follows, unless authorized in writing by Canada:

\$883,253 in Fiscal Year 2019/2020  
\$870,753 in Fiscal Year 2020/2021  
\$3,411,662 in Fiscal Year 2021/2022  
\$3,227,512 in Fiscal Year 2022/2023  
\$4,238,318 in Fiscal Year 2023/2024  
\$3,743,110 in Fiscal Year 2024/2025  
\$3,743,110 in Fiscal Year 2025/2026  
\$3,887,910 in Fiscal Year 2026/2027  
\$3,887,910 in Fiscal Year 2027/2028

### Section 5.1 Project Budget of Schedule B

#### Replace:

Project #016373680  
Amendment #5

COST CATEGORIES	CANADA	OTHER SOURCES		TOTAL
		CASH	IN-KIND	
<b>1. Administrative Costs</b>	<b>\$2,810,565</b>			
<b>2. Capital Costs</b>	<b>\$ 000</b>			
a. Facilities				
b. Capital assets	000			
<b>3. Direct Costs</b>	<b>\$ 15,926,529</b>			
a. Staff wages *	\$000			
b. Participant costs				
c. Project costs	\$000			
d. Child care costs				
e. Sub-projects Project Costs *	\$15,926,529			
<b>TOTAL</b>	<b>\$18,737,094</b>	<b>\$115,022,800</b>	<b>\$148,600</b>	<b>\$ 133,908,494</b>

With:

COST CATEGORIES	Canada	OTHER SOURCES		TOTAL			
		CASH	IN-KIND				
1. Administrative Costs	<b>\$4,184,029</b>						
a. Administrative costs	\$4,184,029						
b. Sub-projects Administrative Costs							
<b>2. Capital Costs</b>							
a. Facilities							
b. Capital assets							
<b>3. Direct Costs</b>	<b>\$23,709,509</b>						
a. Staff wages *							
b. Participant costs							
c. Project costs							
d. Partnership development							
e. Child care costs							
f. Sub-projects Project Costs *	\$23,709,509						
<b>TOTAL</b>	<b>\$27,893,538</b>				<b>\$141,995,487</b>	<b>\$148,600</b>	<b>\$170,037,625</b>

**Section 8.0, 8.1, 8.2 (1), 8.2 (3) Terms of Payment**

**Replace:**

8.1 Subject to section 8.2, Canada will make payments of its contribution by way of **advances**. Each payment shall cover a **quarterly period** (hereinafter referred to as the "Payment Period") during the Project Period.

8.2 (1) Subject to subsection (2), Canada may, at any time and in its sole discretion,

- (a) change the basis of payments of its contribution to the Recipient to **progress payments** for any period during the Project Period, or
- (b) change the Payment Period to a **monthly** period, or

(c) change both (a) and (b).

(2) Where Canada decides to make a payment change pursuant to subsection (1), Canada shall notify the Recipient in writing of the change and of the period during which the change will be applicable.

(3) For the purposes of this Schedule,

**“progress payments”** means payments to reimburse the Recipient for Eligible Expenditures after they have been incurred,

**“monthly period”** means a calendar month that falls within the Project Period or, if the calendar month falls only partially within the Project Period, such portion thereof, and

**“quarterly period”**, in relation to a series of consecutive three-month periods encompassing the Project Period and beginning on the first day of the calendar month determined by Canada for purposes of administering this agreement, means such a quarter that falls within the Project Period or, if the quarter falls only partially within the Project Period, such portion thereof.

**With:**

8.1 Subject to section 8.2, Canada will make payments of its contribution by way of advances. Each payment shall cover a **quarterly** period (hereinafter referred to as the “Payment Period”) during the Project Period.

8.2 (1) Subject to subsection (2), Canada may, at anytime and its sole discretion,  
a) change the basis of payments of its contribution to the Recipients to progress payments for any period during the Project Period, or  
b) change the Payment Period, or  
c) change both (a) and (b)

8.2 (3) For the purposes of this Schedule

**“progress payments”** means payments to reimburse the Recipient for Eligible Expenditures after they have been incurred

**“monthly period”** means a calendar month that falls with the Project Period or, if the calendar month falls only partially within the Project Period, such portion thereof, and

**“quarterly period”**, in relation to a series of consecutive three-month periods encompassing the Project Period and beginning on the first day of the calendar month determined by Canada for purposes of administering this agreement, means such a quarter that falls within the Project Period or, if the quarter falls only partially within the Project Period, such portion thereof.

**“semi-annual period”** in relation to a series of consecutive six month periods encompassing the Project Period and beginning on the first day of the calendar month determined by Canada for purposes of administering this agreement, means such a six month period that falls within the Project Period or, if the six months falls only partially within the Project Period, such portion thereof.

**“annual period”** in relation to a series of consecutive twelve month periods encompassing the Project Period and beginning on the first day of the calendar month determined by Canada for purposes of administering this agreement, means such a twelve month period that falls within the Project Period or, if the twelve months falls only partially within the Project Period, such portion thereof.

**2. EFFECT OF AMENDMENTS**

**2.1** All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreement.

**2.2** Except for the amendments provided for in this Amending Agreement No. 5, the obligations, covenants, and terms and conditions set forth in the Agreement will continue to remain in full force and effect.

- 2.3** This Amending Agreement No .5 and all documents contemplated by or delivered under or in connection with this Amending Agreement No. 5 may be executed and delivered in any number of counterparts (including by electronic signature, facsimile or other means of electronic transmission, such as by electronic mail in “PDF” form), with the same effect as if all Parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document
- 2.4** This Amending Agreement No. 5 shall be effective as of the date this Amending Agreement No. 5 is signed by the last Party.

**3. SIGNATURES**

This Amending Agreement No.5 has been executed on behalf of His Majesty the King in Right of Canada by the Director of Western Canada and Territories Service Delivery Division, Community Policy and Programs Branch, Housing, Infrastructure and Communities Canada, and on behalf of the Capital Regional District by the Chief Administrative Officer.

**HIS MAJESTY THE KING IN RIGHT OF  
CANADA**

**CAPITAL REGIONAL DISTRICT**

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Per: Jan Fix  
Director  
Western Canada and Territories Service Delivery  
Division, Community Policy and Programs Branch,  
Housing, Infrastructure and Communities Canada

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Per: Ted Robbins  
Chief Administrative Officer  
Capital Regional District

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Date

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Date



**Reaching Home: Canada's  
Homelessness Strategy**

**Community Entity  
Designated Communities**

**Contribution**

**Agreement**

**Between**

**His Majesty the King in Right of Canada (hereinafter  
referred to as "Canada"), as represented by the Minister  
of Housing, Infrastructure and Communities AND  
Capital Regional District  
(hereinafter referred to as "the Recipient")  
Hereinafter collectively referred to as "the Parties"**

**Articles of Agreement**

Whereas Canada has established Reaching Home: Canada's Homelessness Strategy (hereinafter referred to as "the Program") to support projects aimed at reducing homelessness and includes projects aimed at preventing individuals and families at imminent risk from becoming homeless;

Whereas the Recipient has applied to Canada for funding to carry out the project described in Schedule A;

Whereas Canada has determined that the Recipient is eligible to apply for funding under the Program and that the Project qualifies for support under the Program; and

Whereas Canada has agreed to make a contribution to the Recipient towards the costs of the Project;

Now, therefore, Canada and the Recipient agree as follows:

**1.0 AGREEMENT**

1.1 The following documents, and any amendments thereto, constitute the entire agreement between the Recipient and Canada with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

- (a) These Articles of Agreement;
- (b) Schedule A - entitled "Project Description";
- (c) Schedule B - entitled "Financial Provisions"; and
- (d) Schedule C - entitled "Additional Provisions".

**2.0 INTERPRETATION**

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

"**Eligible Expenditures**" means the expenditures which are listed in the Project Budget in Schedule B, and in compliance with the Conditions Governing the Eligibility of Expenditures set out in Schedule B.

"**Fiscal Year**" means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;

"**Project**" means the project described in Schedule A;

"**Project Period**" means the period beginning on the Project Start Date specified in Schedule A and ending on the Project End Date specified in Schedule A; and

"**Working Day**" means Monday through Friday except statutory holidays

**3.0 EFFECTIVE DATE AND SURVIVAL OF AGREEMENT**

3.1 This Agreement shall come into effect on the date it is signed by the last of the Parties to do so and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 The following provisions which are expressly identified as surviving this Agreement shall survive the expiry of this Agreement and shall continue in full force and effect: article 9, Project Records; article 10, Canada's Right to Audit; article 12,



Inquiry by the Auditor General of Canada; article 13, Final Report; article 14, Evaluation; article 17, Indemnification; article 24 Disposition of Capital Assets; and article 29, Enurement.

#### 4.0 PURPOSE OF THE CONTRIBUTION

4.1 The purpose of Canada's funding is to enable the Recipient to carry out the Project. The funding shall be used by the Recipient solely for the purpose of paying the Eligible Expenditures.

#### 5.0 CANADA'S CONTRIBUTION

5.1 Subject to the terms and conditions of this Agreement, Canada agrees to make a contribution to the Recipient in respect of the Eligible Expenditures. The amount of Canada's contribution shall not exceed the total maximum amount specified in section 1.1 of Schedule B.

5.2 Where the Project Period covers more than one Fiscal Year, the amount payable by Canada on account of its contribution in each Fiscal Year of the Project Period shall not exceed the amount shown in section 1.2 of Schedule B for that Fiscal Year.

#### 6.0 APPROPRIATION

6.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

#### 7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 If

- (a) the Program named in this Agreement is cancelled,
- (b) the level of funding for the Program named in this Agreement for any Fiscal Year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
- (c) Parliament reduces the overall level of funding for the programs of the Office of Infrastructure Canada for any Fiscal Year in which payment is to be made under this Agreement,

Canada may, upon not less than ninety (90) days notice, reduce its funding under this Agreement or terminate the Agreement.

7.2 Where, pursuant to section 7.1, Canada gives notice of its intention to reduce its funding, and where, as a result of the reduction in funding, the Recipient is of the opinion that it will be unable to complete the Project or will be unable to complete the Project in the manner desired by the Recipient, the Recipient shall notify Canada of same as soon as possible after receiving notice of the funding reduction and may, upon not less than thirty (30) days written notice to Canada, terminate the Agreement.

#### 8.0 RECIPIENT DECLARATIONS

8.1 The Recipient

- (a) declares that it has provided Canada with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's application for funding under the Program named in this Agreement,
- (b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have become past due and in arrears following the date of its application for funding, and
- (c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Recipient under this Agreement.

8.2 The Recipient declares that any person who has been lobbying on its behalf to obtain the contribution that is the subject of this Agreement was in compliance with the provisions of the Lobbying Act [R.S.C. 1985 c. 44 (4th Supp.)], as amended from time to time, at the time the lobbying occurred and that any such person to whom the aforementioned act applies, has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

#### 9.0 PROJECT RECORDS

9.1 The Recipient shall

- (a) keep proper books and records, in accordance with generally accepted accounting principles, of all expenditures and revenues relating to the Project, including cash contributions received from Canada and cash contributions from other sources, as well as records substantiating the receipt and value of any in-kind contributions to the costs of the Project referred to in the Project Budget in Schedule B,
- (b) keep records of all Project-related contracts and agreements and all invoices, receipts and vouchers relating to Eligible Expenditures, and
- (c) keep records of all Project-related activity, progress and evaluation reports and reports of Project reviews or audits carried out by, or on behalf of, the Recipient.

9.2 The Recipient shall retain the books and records referred to in section 9.1 for a period of six (6) years following the Project Period.

#### 10.0 CANADA'S RIGHT TO AUDIT

10.1 During the Project Period and for a period of six (6) years thereafter, the Recipient shall, upon request, grant representatives of Canada access to the books and records referred to in section 9.0 for the purpose of conducting an audit to verify compliance with the terms and conditions of this Agreement and verify expenses claimed by the Recipient as Eligible Expenditures. The Recipient shall permit Canada's representative(s) to



take copies and extracts from such accounts and records. The Recipient shall also provide Canada with such additional information as Canada may require with reference to such books and records.

#### 11.0 FINANCIAL AND ACTIVITY MONITORING

11.1 During the Project Period, the Recipient shall grant representatives of Canada reasonable access to the Project site and business premises of the Recipient, if different from the Project site, and to all Project-related books and records referred to in section 9.0 at all reasonable times for the purpose of conducting periodic financial and activity monitoring reviews of the Project. The Recipient shall also, upon request, provide representatives of Canada with copies and extracts from such books and records.

#### 12.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

12.1 If, during the Project Period or within a period of six years thereafter, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act* [R.S.C., 1985, c. A-17], requests that the Recipient provide him, her or them with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Recipient shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada.

#### 13.0 FINAL REPORT

13.1 Unless the Recipient is required under a schedule to this Agreement to provide another, more specific, final report outlining the results of the Project, the Recipient shall provide Canada with a final report that summarizes the Project scope, describes the results achieved, explains any discrepancies between the results and the planned or expected results and contains such other information as Canada may specify in writing to the Recipient. The Recipient shall provide Canada with the final report within sixty (60) days following the Project Period.

#### 14.0 EVALUATION

14.1 The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Project and/or the Program named in this agreement that Canada may carry out during the Project Period or within a period of three years thereafter. Without limiting the generality of the foregoing, if requested by Canada to do so for the purpose of conducting an evaluation, the Recipient agrees to:

- (a) participate in any survey, interview, case study or other data collection exercise initiated by Canada; and
- (b) subject to section 14.2, provide Canada with contact information of the Project partner organizations, if any, who participated in the Project, and of the members of the board of directors of the Recipient.

14.2 The Recipient shall provide Canada with the contact information of a person (name, address, phone number and e-mail address) referred to in paragraph 14.1(b) only if the person has given their written consent to the release of the information to Canada. The Recipient agrees to make all reasonable efforts to secure such consent during the Project Period. When providing a person's contact information to Canada, the Recipient shall provide Canada with an accompanying written statement certifying that the person has given their consent to the sharing of their contact information with Canada.

14.3 The evaluation process shall be informed by the principle of cultural sensitivity. In the event of a dispute, the provisions of Article 27.0 shall be followed.

#### 15.0 CONTRACTING PROCEDURES

##### 15.1 Contracting

- 1) Subject to subsection (2), the Recipient shall use a fair and accountable process, involving soliciting a minimum of three bids or proposals, when procuring goods and services from contractors in relation to the Project. The Recipient shall select the bid or proposal offering the best value at the lowest cost.
- 2) The requirement under subsection (1) shall apply, unless otherwise authorized in writing by Canada to all goods or services contracts valued at \$25,000 or more (before taxes). The Recipient must not unnecessarily divide a requirement for goods or services into a number of smaller contracts to avoid this requirement.

##### 15.2 Restrictions Regarding Non-Arms-Length Contracts

- 1) Unless otherwise authorized in writing by Canada, all goods or services contracts, regardless of their value, entered into in relation to the Project between the Recipient and
  - (a) an officer, director or employee of the Recipient,
  - (b) a member of the immediate family of an officer, director or employee of the Recipient,
  - (c) a business in which an officer, director or employee of the Recipient, or a member of their immediate family, has a financial interest, or
  - (d) a business which is related to, or associated or affiliated with, the Recipient,

require the prior written approval of Canada. In any such contract, the Recipient shall ensure that Canada has a right of access to the relevant records of the supplying entity for the purpose of verifying, if necessary, the amount of the expenditure claimed by the Recipient in relation to a contract referred to in this subsection.

- 2) In this section, "immediate family" means the father, mother, step-father, step-mother, brother, sister, spouse (including common law partner), child, step-child (including child of common law partner), ward, father-in-law, mother-in-law or relative permanently residing in the household of the officer, director or employee.

##### 15.3 Restrictions Regarding Sub-contracting of Recipient Duties or Responsibilities

- 1) The Recipient shall not subcontract the performance of any of its duties or responsibilities in managing the Project, including administrative responsibilities, to another party without the prior written consent of Canada unless the Recipient has already indicated in the approved Project Description attached as Schedule A to this Agreement that it intends to use a subcontractor or subcontractors to perform those duties or responsibilities.



## 16.0 TERMINATION OF AGREEMENT

### *Termination for Default*

16.1 (1) The following constitute Events of Default:

- (a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of the statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient;
- (b) the Recipient ceases to operate;
- (c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Recipient, in support of its application for Canada's contribution or in connection with this Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada; or
- (e) in the opinion of Canada, there is a material adverse change in risk in the Recipient's ability to complete the Project or to achieve the expected results of the Project set out in Schedule A.

(2) If

- (a) an Event of Default specified in paragraph (1)(a) or (b) occurs; or
- (b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Recipient of written notice of default, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period,

Canada may, in addition to any remedies otherwise available, immediately terminate the Agreement by written notice. Upon providing such notice of termination, Canada shall have no obligation to make any further contribution to the Recipient.

(3) In the event Canada gives the Recipient written notice of default pursuant to paragraph (2)(b), Canada may suspend any further payment under this Agreement until the end of the period given to the Recipient to remedy the Event of Default.

(4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

### *Termination for Convenience*

16.2 Canada may also terminate this Agreement at any time without cause upon not less than ninety (90) days written notice of intention to terminate.

16.3 Obligations Relating to Termination under section 7.1 or 16.2 and Minimizing Cancellation Costs

(1) In the event of a termination notice being given by Canada under section 7.1 or 16.2,

- (a) the Recipient shall make no further commitments in relation to the Project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto; and
- (b) all Eligible Expenditures incurred by the Recipient up to the date of termination will be paid by Canada, including the Recipient's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided always that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of Canada that the costs mentioned herein were actually incurred by the Recipient and the same are reasonable and properly attributable to the termination of the Agreement.

16.4 The Recipient shall negotiate all contracts related to the Project, including employment contracts with staff, on terms that will enable the Recipient to cancel same upon conditions and terms that will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The Recipient shall cooperate with Canada and do everything reasonably within its power at all times to minimize and reduce the amount of Canada's obligations under section 16.3 in the event of a termination of this Agreement.

16.5 The Recipient shall collaborate with Canada and community partners to ensure continuity of the Project and the continuation of service to clients in the event that a new Recipient is identified.

## 17.0 INDEMNIFICATION

17.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents, and participating employers or Project participants, if any, in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project.



## 18.0 INSURANCE

18.1 The Recipient shall arrange, maintain and provide proof to Canada upon request that, during the Project Period, appropriate comprehensive general liability insurance coverage to cover claims for bodily injury or property damage resulting from anything done or omitted by the Recipient or its employees, agents or Project participants, if any, in carrying out the Project.

## 19.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

19.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract for services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Recipient towards the Eligible Expenditures. The parties hereto declare that nothing in this agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of Canada.

19.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the maximum contribution specified in Schedule B. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

## 20.0 CONFLICT OF INTEREST

20.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act* [S.C. 2006, c. 9, s. 2], the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

20.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

## 21.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S CONTRIBUTION

21.1 The Recipient hereby agrees that a public announcement with respect to this Agreement and subsequent communication opportunities (e.g. funding announcement) may be made by the Minister or delegates in the form of a press release, press conference or otherwise, and that all reasonable and necessary assistance in the organization of the public announcement, as the Canada sees fit, shall be provided.

21.2 The Recipient shall notify Canada twenty (20) working days in advance of initial and subsequent official ceremonies or events related to the announcement of the funding of the Project. Canada reserves the right to approve the time, place, and agenda of the ceremony as well as the participation of the Minister or delegate to the ceremony or event.

21.3 The Recipient shall notify Canada fifteen (15) working days in advance of publications, advertising, and press releases planned by the Recipient or by a third party with whom it has an agreement relating to the Project. Canada and Recipient joint publication material will be approved by Canada prior to the release.

21.4 The Recipient shall ensure that in any and all communication activities, publications, advertising and press releases regarding the Project, recognition, in terms and in a form and manner satisfactory to Canada, are given to Canada's financial assistance to the Project.

21.5 The Recipient agrees to display signs, plaques or symbols as Canada may provide in locations on its premises as Canada may designate. The Recipient agrees to recognize federal funding through the use of a digital sign or the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada" or "This project is funded by the Government of Canada", when creating a website or webpage to promote or communicate progress on a funded Project or Projects.

21.6 The Recipient shall cooperate with representatives of Canada during any official news release or in-person and virtual media events relating to the announcement of the Project.

## 22.0 ACCESS TO INFORMATION

22.1 The Recipient acknowledges that Canada is subject to the *Access to Information Act* [RSC 1985, Chapter A-1], and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

## 23.0 PROACTIVE DISCLOSURE

23.1 The Recipient acknowledges that the name of the Recipient, the amount of the contributions and the general nature of the Project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.

## 24.0 DISPOSITION OF CAPITAL ASSETS

24.1 During the Project Period, the Recipient shall preserve any capital asset purchased by the Recipient with funding provided under this Agreement and shall not dispose of it unless Canada authorizes its disposition.

24.2 At the end of the Project Period, or upon termination of this Agreement, if earlier, Canada reserves the right to direct the Recipient to dispose of any capital asset purchased by the Recipient with funding provided under this Agreement by:

- (a) selling it at fair market value and applying the funds realised from such sale to offset Canada's contribution to the Eligible Expenditures;
- (b) turning it over to another organization or to an individual designated or approved by Canada; or
- (c) disposing of it in such other manner as may be determined by Canada.

24.3 Where Canada elects to exercise its right under section 24.2, the Recipient agrees to comply with the related direction provided by Canada.



24.4 For the purposes of section 24.0, "capital asset" means any single item, or a collection of items which form one identifiable functional unit, that:

- (a) is not physically incorporated into another product or not fully consumed by the end of the Project, and
- (b) has a purchase or lease value of more than \$1,000 (before taxes),

but does not include land or buildings purchased or leased by the Recipient in connection with the implementation of the Project.

#### **25.0 INTELLECTUAL PROPERTY**

25.1 Where in the course of carrying out the Project, the Recipient produces any work using funds provided by Canada, the copyright in the work shall vest in the Recipient. However, the Recipient hereby grants to Canada a non-exclusive, irrevocable and royalty free license to use, translate, adapt, record by any means or reproduce, except for commercial sale in competition with the Recipient, any such work which is produced by the Recipient.

25.2 The license granted under section 25.1 shall be for the duration of the copyright and shall include:

- (a) the right to sub-license the use of the work to any contractor engaged by Canada solely for the purpose of performing contracts with Canada; and
- (b) the right to distribute the work outside the Office of Infrastructure Canada as long as the distribution does not undermine any commercial use of the work intended by the Recipient.

25.3 The Recipient agrees to execute any acknowledgements, agreements, assurances or other documents deemed necessary by Canada to establish or confirm the license granted under section 25.1.

25.4 Additionally, with respect to any work licensed under section 25.1, the Recipient:

- (a) warrants that the work shall not infringe on the copyrights of others;
- (b) agrees to indemnify and save harmless Canada from all costs, expenses and damages arising from any breach of any such warranty; and
- (c) shall include an acknowledgment, in a manner satisfactory to Canada, on any work which is produced by it with funds contributed by Canada under this Agreement, acknowledging that the work was produced with funds contributed by Canada and identifying the Recipient as being solely responsible for the content of such work.

25.5 The Recipient shall include in the final report for the Project, which the Recipient is required to submit to Canada under the terms of this Agreement, a copy of any work licensed under section 25.1.

#### **26.0 NOTICES**

26.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email at the postal address, fax number or email address, as the case may be, of the receiving party as shown in Schedule A. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

26.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

#### **27.0 DISPUTE RESOLUTION**

27.1 In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing contained in this section shall affect, alter or modify the rights of either Party to terminate the Agreement.

27.2 If a dispute arises out of, or in connection with this agreement, the parties shall first seek to resolve the dispute via good faith discussions between the parties' representatives as identified in Schedule A of this Agreement.

27.3 The parties have twenty (20) business days from the date on which a party notifies the other party of the dispute to resolve the dispute. The parties may agree to an extension of this twenty (20) business day period. The Agreement shall be in writing and signed by a representative as identified by each of the parties listed in Schedule A in this agreement.

27.4 If the parties are not able to resolve the dispute within the time specified in section 27.3 of this agreement, the parties agree to mediate the dispute.

27.5 The parties have forty (40) business days starting on the date they agree to proceed to mediation to complete the mediation. The parties may agree to an extension of this forty (40) business day period. The Agreement shall be in writing and signed by each of the parties listed in Schedule A of this agreement.

27.6 If the parties are not able to resolve a dispute via mediation in the time specified in section 27.5 of this agreement, the parties agree to arbitrate the dispute in accordance with the Commercial Arbitration Act (R.S.C., 1985, c. 17 (2nd supp.)) As amended from time to time.

27.7 The provisions of this article 27.0 survive the termination of this agreement and remain in full force and effect.

#### **28.0 ASSIGNMENT OF THE AGREEMENT**

28.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.

#### **29.0 ENUREMENT**

29.1 This Agreement is binding upon and enures to the benefit of the parties and their respective successors, successors-in-



title and permitted assigns.

### **30.0 Compliance with Laws**

30.1 The Recipient shall carry out the Project in compliance with all applicable federal, provincial and municipal laws, by-laws and regulations, including any environmental legislation and legislation related to protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

### **31.0 APPLICABLE LAW**

31.1 This Agreement shall be governed by and construed in accordance with the applicable laws of the province or territory where the Project will be performed or, if the Project is to be carried out in more than one province or territory, of the province or territory where the Recipient has its main place of business.

### **32.0 SEVERABILITY**

32.1 If any provision of this Agreement is held void or unenforceable as a result of the dispute resolution process under article 36.0 of this Agreement or by a court or tribunal of competent jurisdiction, the remainder of this Agreement shall be unaffected and each remaining provision of this Agreement shall be valid and be enforceable to the fullest extent permissible by law.

### **33.0 WAIVER**

33.1 Failure by any Party to exercise any of its rights, powers, or remedies under this Agreement or its delay to do so does not constitute a waiver of those rights, powers, or remedies. Any waiver by either Party of any of its rights, powers, or remedies under this Agreement must be in writing; and, such a waiver does not constitute a continuing waiver unless it is so explicitly stated.

### **34.0 AMENDMENT**

34.1 This Agreement may be amended by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

### **35.0 UNINCORPORATED ASSOCIATION**

35.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that in addition to signing this Agreement in their representative capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for the obligations of the Recipient under this Agreement, including the obligation to pay any debt that may become owing to Canada under this Agreement.

### **36.0 COUNTERPARTS**

36.1 This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which taken together shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

### **37.0 INDEPENDENT LEGAL ADVICE**

37.1 The Parties acknowledge and agree that they have been given full opportunity to seek independent legal advice and if they chose to avail themselves of said opportunity, had independent legal advice to the full extent deemed necessary by each of them, and that they have not acted under any duress or undue influence in the negotiating, preparation and execution of this Agreement.



SIGNATURES

Signed this 29 day of FEB. 2024

For the Recipient, by the following authorized officer(s):

TED ROBBINS (Name, please print)

(Name, please print)

[Handwritten Signature] (Signature)

(Signature)

CAO (Position)

(Position)

And signed this 22 day of February 2024

For Canada, by the following authorized officer:

Jan Fix (Name, please print)

Fix, Jan 0 (Signature) Digitally signed by Fix, Jan 0 Date: 2024.02.22 16:51:23 -0500

Director, Western and Territories Service Delivery, Community Policy and Programs Branch (Position)



SIGNATURES

Signed this 29 day of FEB. 2024

For the Recipient, by the following authorized officer(s):

Signature and position fields for Ted Robbins and another officer.

And signed this 22 day of February 2024

For Canada, by the following authorized officer:

Signature and position fields for Jan Fix, Director, Western and Territories Service Delivery, Community Policy and Programs Branch.

AGREEMENT AUTHORIZATION

Table with 4 columns: Content, Procurement/Financial Plan/Content, Initial, Date. Includes handwritten entries for GM Approval, Form, and Authority.



**SCHEDULE A  
PROJECT DESCRIPTION**

<b>NAME OF RECIPIENT:</b> Capital Regional District	
<b>PROJECT TITLE:</b> Greater Victoria Reaching Home - Designated Communities	
<b>Recipient</b>	<b>Canada</b>
<b>Complete Mailing Address:</b>	<b>Complete Mailing Address:</b>
625 Fisgard Street Victoria, British Columbia V8W 1R7	180 Kent Street Ottawa, Ontario K1P 0B6
<b>Primary Contact</b> Jerry Michael	<b>Primary Contact</b> Donna Wingfield
<b>Telephone Number</b> 250-360-3319	<b>Telephone Number</b> 778-679-7664
<b>Fax Number</b> N/A	<b>Fax Number</b> N/A
<b>Email Address</b> jmichael@crd.bc.ca	<b>Email Address</b> donna.wingfield@inf.gc.ca
<b>Secondary Contact</b> Don Elliott	<b>Secondary Contact</b> Matthew Wong
<b>Telephone Number</b> 250-360-3371	<b>Telephone Number</b> 604-354-4205
<b>Fax Number</b> N/A	<b>Fax Number</b> N/A
<b>Email Address</b> delliot@crd.bc.ca	<b>Email Address</b> matthew.wong@inf.gc.ca

<b>Project Start Date</b>	<b>Project End Date</b>	<b>Total Number of Participants:</b>
2019-04-01	2026-03-31	(If applicable) N/A

**Project Description**

**Amendment #: 4**

Included in this amendment: Winter 2023/2024 Unsheltered Homelessness Response Funding:

2023-2024 funding of \$1,043,778

**Objectives**

From November 1, 2023 to March 31, 2024, the Recipient, as the Community Entity for Victoria, British Columbia, will administer funding under the Designated Communities stream of Reaching Home. The objective of the Winter 2023/2024 Unsheltered Homelessness Response Funding is to support communities during winter 2023-24 to help keep people experiencing unsheltered homelessness safe.

**Investment Plan**

An Investment Plan is required to be submitted to Canada prior to signing this agreement. Winter 2023/2024 Unsheltered Homelessness Response Funding is to be spent by the end of the 2023/2024 fiscal year as per the Maximum Contribution of Canada in Section 1.2 of Schedule B.

**Activities**

The Recipient may invest the one-time Winter 2023/2024 Unsheltered Homelessness Response Funding, in a range of activities to keep people experiencing unsheltered homelessness safe. In addition to current investment areas identified under any of the investment areas identified in the Reaching Home Directives, one new eligible activity, "Temporary Accommodations", has been added. An additional flexibility to allow recipients to fund sub-projects that are located outside of traditional service boundaries is also provided. Any Winter 2023/2024 Unsheltered Homelessness Response Funding may be used to fund existing or new sub-projects under any of the investment areas identified in the Reaching Home Directives and must comply with the eligible activities as per the Terms and Conditions of Reaching Home and related policies and directives.

**Expected Results**

To demonstrate results achieved by funding provided under the Winter 2023/2024 Unsheltered Homelessness Response, funding recipients will report on applicable Reaching Home performance indicators, including two new indicators associated with the new activity of temporary accommodations: number of instances of placements into temporary housing; and number of temporary accommodations made available in the community. Results will be reported via recipients' Annual Results Report in RROL.

**Amendment #: 4**

Included in this amendment additional funding of:

2024-2025 funding of \$3,052,798

2025-2026 funding of \$3,052,798

Of this additional funding, the following amounts are intended to provide additional support towards maintaining and improving Coordinated Access systems.

2024-2025 funding of \$161,700

2025-2026 funding of \$161,700

Communities are required to match this additional funding for 2024-2025 and 2025-2026 with contributions from the community. This will be reported as part of the Community Plan for funding for 2024-2025 to 2025-2026.

The Articles of Agreement have been updated as follows:

- Revision of Header, 12.0 Inquiry by the Auditor General of Canada, 14.0 Evaluation, 15.0 Contracting Procedures, 16.0 Termination of Agreement, 18.0 Insurance, 21.0 Informing Canadians of the Government of Canada's Contribution; and Signatures



## Objectives

From April 1, 2019, to March 31, 2026, the Recipient, as the Community Entity for Victoria, British Columbia, will administer funding under the Designated Communities stream of Reaching Home in accordance with priorities identified through community planning.

The funding allocation under the Designated Communities funding stream for Victoria, British Columbia is \$3,052,798 annually in 2024-2025 and 2025-2026. Reaching Home funds will be used to support projects selected based on Community Planning priorities and recommendations of the Community Advisory Board, as well as program terms and conditions, and related policies and directives of Reaching Home.

The Recipient is allocated funding of \$161,700 annually in 2024-2025 and 2025-2026 to support continued investments towards maintaining and improving the Coordinated Access system.

Through working with community partners, including in partnership with the Indigenous Homelessness stream Community Entity, the Recipient will be responsible for publicly reporting on the work to maintain and improve a Coordinated Access system and prevent and reduce homelessness using an Outcomes-Based Approach, including reporting on core community-level outcomes.

### Amendment #: 3

Included in this amendment:

2022-2023 funding increased by \$2,223,331 for a new annual allocation of \$3,227,512, 2023-2024 funding increased by \$2,190,359 for a new annual allocation of \$3,194,540, and total project value of \$11,587,720.

Of this new incremental funding, \$80,850 in 2022-2023 and \$80,850 in 2023-2024 is intended to provide additional support towards the design, implementation, enhancement and ongoing operation of Coordinated Access systems.

Communities will not be required to match this incremental funding for 2022-2023 or 2023-2024 with contributions from the community.

The Articles of Agreement have been updated as follows:

- Replacement of three existing articles, including new titles: 3.0 Effective Date and Survival of Agreement, 29.0 Enurement;
- Revision of the 27.0 Dispute Resolution article; and
- Addition of three new articles: 32.0 Severability, 33.0 Waiver, and 37.0 Independent Legal Advice.

From April 1, 2019 to March 31, 2024, the Recipient, as the Community Entity for Victoria, British Columbia will administer funding under the Designated Community stream of Reaching Home in accordance with priorities identified in the Community Plan.

The funding allocation under the Designated Community funding stream for Victoria, British Columbia is \$883,253 in 2019-2020, \$870,753 in 2020-2021, \$3,411,662 in 2021-2022, \$3,227,512 in 2022-2023, and \$3,194,540 in 2023-2024. Reaching Home funds will be used to support projects selected based on Community Planning priorities and recommendations of the Community Advisory Board, as well as program terms and conditions, and related policies and directives of Reaching Home.

The Recipient is allocated incremental Community Capacity and Innovation stream funding of \$99,500 in 2019-2020, \$87,000 in 2020-2021 and 2021-2022, and \$80,850 in 2022-2023 and 2023-2024 to support initial investments towards the design and implementation of Coordinated Access.

Through working with community partners, including in partnership with the Indigenous Homelessness stream Community Entity, the Recipient will be responsible for publicly reporting on the outcomes-based approach, as well as designing and implementing Coordinated Access by 2022-2023.

### Amendment #: 2

Included in this amendment:

1) 2021-2022 funding increased by \$2,401,331, for a new annual allocation of \$3,411,662 and total project value of \$7,174,030.

a. For Designated Communities Only: Communities will not be required to match this incremental funding with contribution from the community.

2) Schedule B, 2.0 – Interest Earned on Contribution – introduces flexibility for interest earned to be reinvested in eligible RH activities over the Project Period.

3) Updated results reporting clauses in Schedule C 3.0 of the agreement.

4) Change the date Designated Communities are required to implement a Coordinated Access system from 2021-22 to March 31, 2023.

From April 1, 2019, to March 31, 2024 the Recipient, as the Community Entity for Victoria, British Columbia will administer funding under the Designated Communities stream of Reaching Home in accordance with priorities identified in the Community Plan.

The funding allocation under the Designated Communities funding stream for Victoria, British Columbia is \$883,253 in 2019-2020, \$870,753 in 2020-2021, \$3,411,662 in 2021-2022 and \$1,004,181 in 2022-2023 and 2023-2024. Reaching Home funds will be used to support projects selected based on Community Planning priorities and recommendations of the Community Advisory Board, as well as program terms and conditions, and related policies and directives of Reaching Home.

Through working with community partners, including in partnership with the Indigenous Homelessness stream Community Entity, the Recipient will be responsible for publicly reporting on the outcomes-based approach, as well as designing and implementing Coordinated Access by March 31, 2023.

### Amendment #: 1

The Recipient is allocated incremental funding of \$99,500 in 2019-2020, \$87,000 in 2020-2021 and 2021-2022, and \$80,850 in 2022-2023 and 2023-2024 to support initial investments towards the design and implementation of Coordinated Access.

Original:



From April 1, 2019, to March 31, 2024, the Recipient, as the Community Entity for Victoria will administer funding under the Designated Communities stream of Reaching Home in accordance with priorities identified in the Community Plan.

The funding allocation under the Designated Communities funding stream for Victoria is \$783,753 in 2019-2020 and 2020-2021 and \$923,331 in 2021-2022, 2022-2023, and 2023-2024. Reaching Home funds will be used to support projects selected based on Community Planning priorities and recommendations of the Community Advisory Board, as well as program terms and conditions, and related policies and directives of Reaching Home.

Through working with community partners, including in partnership with the Indigenous Homelessness stream Community Entity, the Recipient will be responsible for publicly reporting on the outcomes-based approach, as well as designing and implementing Coordinated Access by 2021-2022.

### Activities

The Recipient will administer Reaching Home – Designated Communities funding stream, which includes the following activities that will be monitored against milestones in the Work Plan:

The Recipient is responsible for implementing strategies to address Community Plan priorities set out in conjunction with the Community Advisory Board. This includes maintaining and improving a Coordinated Access system, and continuing to prevent and reduce homelessness using an Outcomes-Based Approach.

The Recipient will engage community stakeholders and funding partners to actively work together to prevent and reduce homelessness.

The Recipient will identify funding, other than Reaching Home, received from partners to meet the community contribution-matching requirement.

The Recipient will promote the participation and representation of Indigenous organizations in the planning and implementation of the Community Plan priorities.

The Recipient will facilitate collaboration with the Indigenous Homelessness stream Community Entity in the development and implementation of the Community Planning priorities. This includes continuing to prevent and reduce homelessness using an Outcomes-Based Approach.

The Recipient is responsible for undertaking activities to maintain and improve a Coordinated Access system.

The Recipient will work in partnership with the Indigenous Homelessness funding stream to maintain and improve a Coordinated Access system.

The Recipient will implement selection processes and solicit and assess sub-project proposals in an open, impartial and fair manner.

The Recipient will approve and enter into funding agreements with sub-projects recommended by the Community Advisory Board that meet the Community Plan priorities and terms and conditions of Reaching Home and related policies and directives, including eligible activities.

The Recipient is responsible for the management of sub-project funding agreements, including financial and activity monitoring of sub-projects to ensure compliance with sub-agreements and achievement of expected results. The Recipient will inform the Community Advisory Board about the status and results of sub-projects and other activities related to the prevention and reduction of homelessness in the community. The Recipient will report on its activities, including the management of sub-agreements and work to maintain and improve a Coordinated Access system, to Canada in accordance with the reporting requirements described in the Reaching Home funding agreement, as well as any additional reporting as required by Canada.

### Amendment #: 3

The Recipient will administer Reaching Home – Designated Community funding stream, which includes the following activities that will be monitored against milestones in the Work Plan:

The Recipient is responsible for implementing strategies to address Community Plan priorities, including the design and implementation of a Coordinated Access system by 2022-2023 and shift to an outcomes-based approach to reporting community-wide outcomes.

The Recipient will engage community stakeholders and funding partners to actively work together to prevent and reduce homelessness. The Recipient will identify funding, other than Reaching Home, received from partners to meet the community contribution matching requirement.

The Recipient will promote the participation and representation of Indigenous organizations in the planning and implementation of Community Plan priorities.

The Recipient will facilitate collaboration with the Indigenous Homelessness stream Community Entity in the development and implementation of the Community Planning priorities. This includes the development of community-wide outcomes as part of the outcomes-based approach.

The Recipient is responsible for undertaking activities that support the design and implementation of a Coordinated Access system.

The Recipient will work in partnership with the Indigenous Homelessness funding stream in the design and implementation of a Coordinated Access system.

The Recipient will implement selection processes and solicit and assess sub-project proposals in an open, impartial and fair manner. The Recipient will approve and enter into funding agreements with sub-projects recommended by the Community Advisory Board that meet the Community Plan priorities and terms and conditions of Reaching Home and related policies and directives, including eligible activities.

The Recipient is responsible for the management of sub-project funding agreements, including financial and activity monitoring of sub-projects to ensure compliance with sub-agreements and achievement of expected results. The Recipient will inform the Community Advisory Board about the status and results of sub-projects and other activities related to the prevention and reduction of homelessness in the community. The Recipient will report on its activities, including the management of sub-agreements and progress on the implementation of Coordinated Access, to Canada in accordance with the reporting requirements described in the Reaching Home funding agreement, as well as any additional reporting as required by Canada.

### Amendment #: 2



The Recipient will administer the Reaching Home – Designated Communities funding stream, which includes the following activities that will be monitored against milestones in the Work Plan:

The Recipient is responsible for implementing strategies to address Community Plan priorities, including the design and implementation of a Coordinated Access system by March 31, 2023, and shift to an outcomes-based approach to reporting community-wide outcomes.

The Recipient will engage community stakeholders and funding partners to actively work together to prevent and reduce homelessness. The Recipient will identify funding other than Reaching Home received from partners to meet the community contribution-matching requirement.

The Recipient will promote the participation and representation of Indigenous organizations in the planning and implementation of the Community Plan priorities.

The Recipient will facilitate collaboration with the Indigenous Homelessness stream Community Entity in the development and implementation of the Community Planning priorities. This includes the development of community-wide outcomes as part of the outcomes-based approach.

The Recipient is responsible for undertaking activities that support the design and implementation of a Coordinated Access system.

The Recipient will work in partnership with the Indigenous Homelessness funding stream in the design and implementation of a Coordinated Access system.

The Recipient will implement selection processes and solicit and assess sub-project proposals in an open, impartial and fair manner. The Recipient will approve and enter into funding agreements with sub-projects recommended by the Community Advisory Board that meet the Community Plan priorities and terms and conditions of Reaching Home and related policies and directives, including eligible activities.

The Recipient is responsible for the management of sub-project funding agreements, including financial and activity monitoring of sub-projects to ensure compliance with sub-agreements and achievement of expected results. The Recipient will inform the Community Advisory Board about the status and results of sub-projects and other activities related to the prevention and reduction of homelessness in the community. The Recipient will report on its activities, including the management of sub-agreements and progress on the implementation of Coordinated Access, to Canada in accordance with the reporting requirements described in the Reaching Home funding agreement, as well as any additional reporting as required by Canada.

#### Amendment #: 1

No changes to Activities.

#### Original:

The Recipient will administer Reaching Home – Designated Community funding stream, which includes the following activities that be monitored against milestones in the Work Plan:

The Recipient is responsible for implementing strategies to address Community Plan priorities, including the design and implementation of a Coordinated Access system by 2021-2022, and shift to an outcomes-based approach to reporting community-wide outcomes.

The Recipient will engage community stakeholders and funding partners to actively work together to prevent and reduce homelessness. The Recipient will identify funding other than Reaching Home received from partners to meet the community contribution-matching requirement.

The Recipient will promote the participation and representation of Indigenous organizations in the planning and implementation of the Community Plan priorities.

The Recipient is responsible for undertaking activities that support the design and implementation of a Coordinated Access system.

The Recipient will implement selection processes and solicit and assess sub-project proposals in an open, impartial and fair manner. The Recipient will approve and enter into funding agreements with sub-projects recommended by the Community Advisory Board that meet the Community Plan priorities and terms and conditions of Reaching Home and related policies and directives, including eligible activities.

The Recipient is responsible for the management of sub-project funding agreements, including financial and activity monitoring of sub-projects to ensure compliance with sub-agreements and achievement of expected results. The Recipient will inform the Community Advisory Board about the status and results of sub-projects and other activities related to the prevention and reduction of homelessness in the community. The Recipient will report on its activities, including the management of sub-agreements and progress on the implementation of Coordinated Access, to Canada in accordance with the reporting requirements described in the Reaching Home funding agreement, as well as any additional reporting as required by Canada.

## Expected Results

#### Amendment #: 4

Activities are supported in accordance with Community Plan priorities as established by the Community Advisory Board.

Reaching Home Designated Communities stream funding is fully invested to address priorities identified in the Community Plan.

Reaching Home Designated Communities funding is matched on an annual basis with other funding partners.

The Community Homelessness Report is completed annually and a summary is published publicly, to the end of the program in 2027-2028.

All Coordinated Access minimum requirements are implemented by the end of 2025-2026.

More specifically, the Recipient must:

- Maintain minimum requirements that were met by 2023-2024;
- Meet requirements that were modified as of 2024-2025; and,
- Meet new requirements introduced in 2024-2025.

All outcomes-based approach minimum requirements are implemented by the end of 2025-2026.

More specifically, the Recipient must:

- Maintain minimum requirements that were met by 2023-2024;
- Meet requirements that were modified as of 2024-2025; and,
- Meet new requirements introduced in 2024-2025.



**Outcomes**

Reduction in and prevention of homelessness in the community is achieved as measured through community-wide outcomes prescribed by Canada and voluntary community-wide outcomes identified at the community level.

Through investments in Reaching Home-funded sub-projects: homeless individuals and families are connected to more stable housing; homeless individuals and those at imminent risk of homelessness experience greater housing stability; and homeless individuals and those at imminent risk of homelessness experience greater economic stability and self-sufficiency.

**Amendment #: 3**

**Outputs**

Activities are supported in accordance with Community Plan priorities as established by the Community Advisory Board.

Reaching Home Designated Communities stream funding is fully invested to address priorities identified in the Community Plan.

Reaching Home Designated Communities funding is matched on an annual basis with other funding partners.

The Community Homelessness Report is completed annually and published publicly, starting in 2021-2022.

Coordinated Access is implemented by the end of 2022-2023.

**Outcomes**

Reduction in and prevention of homelessness in the community is achieved as measured through community-wide outcomes prescribed by Canada and voluntary community-wide outcomes identified at the community level.

Through investments in Reaching Home-funded sub-projects: homeless individuals and families are connected to more stable housing; homeless individuals and those at imminent risk of homelessness experience greater housing stability; and homeless individuals and those at imminent risk of homelessness experience greater economic stability and self-sufficiency.

**Amendment #: 2**

**Outputs**

Coordinated Access is implemented by the end of 2022-2023.

**Amendment #: 1**

No change to Expected Results.

**Original:**

**Outputs**

Activities are supported in accordance with Community Plan priorities as established by the Community Advisory Board.

Reaching Home Designated Communities stream funding is fully invested to address priorities identified in the Community Plan.

Reaching Home Designated Communities funding is matched on an annual basis with other funding partners.

The Community Progress Report is completed annually and published publicly, starting in 2020-2021.

Coordinated Access is implemented by the end of 2021-2022.

**Outcomes**

Reduction in and prevention of homelessness in the community is achieved as measured through community-wide outcomes prescribed by Canada and voluntary community-wide outcomes identified at the community level.

Through investments in Reaching Home-funded sub-projects: homeless individuals and families are connected to more stable housing; homeless individuals and those at imminent risk of homelessness experience greater housing stability; and homeless individuals and those at imminent risk of homelessness experience greater economic stability and self-sufficiency.



**SCHEDULE B  
FINANCIAL PROVISIONS**

<b>LEGAL NAME OF RECIPIENT:</b> Capital Regional District
<b>PROJECT TITLE</b> Greater Victoria Reaching Home - Designated Communities

**1.0 MAXIMUM CONTRIBUTION OF CANADA**

1.1 The total maximum amount of Canada's contribution towards the Eligible Expenditures of the Project is: **\$18,737,094**

1.2 The maximum amount payable by Canada in each Fiscal Year of the Project Period on account of the contribution is as follows, unless otherwise authorized in writing by Canada:  
 \$883,253 in Fiscal Year 2019/2020  
 \$870,753 in Fiscal Year 2020/2021  
 \$3,411,662 in Fiscal Year 2021/2022  
 \$3,227,512 in Fiscal Year 2022/2023  
 \$4,238,318 in Fiscal Year 2023/2024 inclusive of Winter 2023/2024 Unsheltered Homelessness Response Funding  
 \$3,052,798 in Fiscal Year 2024/2025  
 \$3,052,798 in Fiscal Year 2025/2026

**2.0 INTEREST EARNED ON CONTRIBUTION**

2.1 The amount of interest earned on advances may be retained by the Recipient provided it is used by the Recipient during the Project Period to pursue activities consistent with the objectives of the Agreement. If there is any unspent interest at the end of the Project Period, the amount of such interest shall be deemed part of Canada's contribution to which the Recipient is not entitled for the purpose of section 3.0 of this Schedule.

**3.0 REPAYMENT REQUIREMENTS**

3.1 In the event payments made to the Recipient exceed the amount to which the Recipient is entitled under this agreement, the amount of the excess is a debt owing to Canada and shall be promptly repaid to Canada upon receipt of notice to do so and within the period specified in the notice. Without limiting the generality of the foregoing, amounts to which the Recipient is not entitled include

- (a) the amount of any expenditures paid for with the contribution which are disallowed or determined to be ineligible, and
- (b) any amount paid in error or any amount paid in excess of the amount of the expenditure actually incurred.

3.2 Interest shall be charged on overdue repayments owing under section 3.1 in accordance with the Interest and Administrative Charges Regulations (SOR/96-188) (the "Regulations") made pursuant to the Financial Administration Act (R.S.C., 1985, c. F-11). Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

3.3 The Recipient acknowledges that where an instrument tendered in payment or settlement of an amount due to Canada under section 3.1 is, for any reason, dishonoured, an administrative charge of \$15 is payable by the Recipient to Canada in accordance with the Regulations.

**4.0 OTHER SOURCES OF FUNDING**

4.1 The Recipient declares that it has received or is entitled to receive

- (a) the following funding (cash) for the Project from the following sources:
  - (i) \$ 115,022,800
- (b) goods, services or other non-cash contributions for the Project from the following sources, having the following agreed estimated fair and reasonable monetary value:
  - (i) \$ 148,600

4.2 The Recipient agrees to inform Canada promptly in writing of any change to the declaration made under section 4.1.

4.3 The Recipient agrees that where there is a change to the declaration made in section 4.1, Canada may, in its discretion, reduce the amount of its maximum contribution to the Project by such amount, not exceeding the amount of the change in assistance received, that it considers appropriate.

4.4 If the amount of Canada's contribution already paid to the Recipient exceeds the reduced maximum contribution, as determined under section 4.3, the amount of the excess shall be deemed to be an amount to which the Recipient is not entitled and shall be repaid to Canada in accordance with section 3.0 of this Schedule (Repayment Requirements).

4.5 Upon completion of the Project, and if the amount set out in section 1.1 is in excess of \$100,000, the Recipient agrees to provide Canada with a statement identifying the total funding provided from all sources for the Project, including total funding received for the Project from federal, provincial/territorial and municipal governments.



**5.0 PROJECT BUDGET**

5.1 The following is the Project Budget:

COST CATEGORIES	CANADA	OTHER SOURCES		TOTAL
		CASH	IN-KIND	
<b>1. Administrative Costs</b>	<b>\$2,810,565</b>			
<b>2. Capital Costs</b>	<b>\$ 000</b>			
a. Facilities				
b. Capital assets	000			
<b>3. Direct Costs</b>	<b>\$ 15,926,529</b>			
a. Staff wages *	\$000			
b. Participant costs				
c. Project costs	\$000			
d. Child care costs				
e. Sub-projects Project Costs *	\$15,926,529			
<b>TOTAL</b>	<b>\$18,737,094</b>	<b>\$115,022,800</b>	<b>\$148,600</b>	<b>\$ 133,908,494</b>

**Budget notes:**

"Administrative Costs" means any expenditure incurred by the Recipient in the course of its regular or ongoing operations that enable the Recipient to manage the Project successfully;

"Facilities" means any expenditure incurred by the Recipient, in direct relation to a Project activity, towards the purchase of land or a building, construction or renovation of a building, or accomplishing any pre-development activities leading up to any of the latter ends;

"Capital Assets" means any expenditure incurred by the Recipient towards the purchase or leasing-to-own of materials subject to the provisions of section 24.0 of the Articles of Agreement;

"Staff Wages" means any wages, mandatory employment related costs (as required by law) or benefits (as required by a collective agreement or company policy) paid by the Recipient to, or on behalf of, an employee of the Recipient working directly on the Project;

"Participant Costs" means any wages, mandatory employment related costs (as required by law) or benefits (as required by a collective agreement or company policy), and any support payments (for travel, emergencies, disability, living expenses, dependent care, materials, etc.), tuition fees, or program participation or completion bonuses paid by the Recipient to, or on behalf of, Project Participants;

"Project Costs" means any expenditure incurred by the Recipient in direct relation to the Project activities that is not covered by any other cost category in the Project Budget;

"Child Care Costs" means any expenditure incurred by the Recipient in support of child care service offerings to aboriginal persons that are adapted to the particular needs of this clientele; and

"Sub-Project Project Costs" means any expenditure incurred by a Third Party in respect of a Sub-Project that does not meet the definition of expenditures included in the Sub-Project Administrative Costs cost category.

5.2 Canada will provide payment to the Recipient for Administrative Costs up to 15% of the total maximum amount of Canada's contribution referred to in section 1.1. The usage of this payment is exempt from the reporting requirements stipulated in this Agreement.

**6.0 BUDGET FLEXIBILITY**

6.1 The Recipient may, except in cases specified in section 6.2, make adjustments to its allocation of funds between any of the cost categories identified in the Project Budget without having to obtain Canada's approval, provided the adjustments do not result in an increase in Canada's maximum contribution set out in section 1.1. However, where the Recipient makes an adjustment allowed by this section, it shall notify Canada promptly in writing of the adjustment.

6.2 The Recipient must obtain Canada's written approval prior to making an adjustment to the Project Budget that increases or decreases the subtotal amount budgeted for:

- (i) any cost category identified with an asterisk (\*) by any amount, or
- (ii) any other cost category by more than 10%;

6.3 Depending upon the extent and significance of the adjustments, written approval by Canada of adjustments made under section 6.2 may be required by Canada to be documented by way of a formal amending agreement signed by both parties.

**7.0 CONDITIONS GOVERNING THE ELIGIBILITY OF EXPENDITURES**

7.1 The expenditures set out in the Project Budget above are subject to the following conditions:

- (a) expenditures must, subject to section 7.2, be incurred during the Project Period,
- (b) expenditures must, in the opinion of Canada, be reasonable;



- (c) the portion of the cost of any travel, meals and accommodation costs that exceeds the rates for public servants set out in the National Joint Council of Canada's Travel Directive is not eligible for reimbursement;
- (d) the portion of hospitality costs that exceed the rates set out in the Directive on Travel, Hospitality, Conference and Event Expenditures, Appendix 2 of Canada's Treasury Board is not eligible for reimbursement;
- (e) the portion of the cost of any goods and services purchased by the Recipient for which the Recipient may claim a tax credit or reimbursement is not eligible for reimbursement;
- (f) depreciation of capital assets is not eligible for reimbursement.;
- (g) fines and penalties are not eligible for reimbursement;
- (h) the cost of alcoholic beverages are not eligible for reimbursement;
- (i) costs associated with software development for the collection and/or management of homelessness data that results in an inability to participate in the National Homelessness Information System initiative (NHIS) database; and that constitutes a redundant use of funds and duplicates activities already offered through the Homeless Individuals and Families Information System (HIFIS) are not eligible for reimbursement.

7.2 If, under the terms of this Agreement, the Recipient is required to provide to Canada an audited annual financial report at the end of the Project Period, and if the cost of the audit is otherwise an Eligible Expenditure, the audit cost is an Eligible Expenditure notwithstanding that it is incurred outside the Project Period.

#### 8.0 TERMS OF PAYMENT

8.1 Subject to section 8.2, Canada will make payments of its contribution by way of **advances**. Each payment shall cover a **quarterly** period (hereinafter referred to as the "Payment Period") during the Project Period.

8.2 (1) Subject to subsection (2), Canada may, at any time and in its sole discretion,

- (a) change the basis of payments of its contribution to the Recipient to **progress payments** for any period during the Project Period, or
- (b) change the Payment Period to a monthly period, or
- (c) change both (a) and (b).

(2) Where Canada decides to make a payment change pursuant to subsection (1), Canada shall notify the Recipient in writing of the change and of the period during which the change will be applicable.

(3) For the purposes of this Schedule,

**"progress payments"** means payments to reimburse the Recipient for Eligible Expenditures after they have been incurred,

**"monthly period"** means a calendar month that falls within the Project Period or, if the calendar month falls only partially within the Project Period, such portion thereof, and

**"quarterly period"**, in relation to a series of consecutive three-month periods encompassing the Project Period and beginning on the first day of the calendar month determined by Canada for purposes of administering this agreement, means such a quarter that falls within the Project Period or, if the quarter falls only partially within the Project Period, such portion thereof.

8.3 (1) Where Canada makes payments of its contribution to the Recipient by way of advances,

- (a) each advance shall cover the Recipient's estimated financial requirements for each Payment Period. Such estimate shall be based upon a cash flow forecast that, in the opinion of Canada, is reliable and up-to-date; and
- (b) if the amount of an advance payment for a Payment Period exceeds the actual amount of Eligible Expenditures incurred by the Recipient during the Payment Period, Canada reserves the right to deduct the excess amount from any subsequent advance payment to be made under this Agreement.

(2) Where Canada makes payments of its contribution to the Recipient by way of progress payments, each progress payment shall cover the Recipient's actual Eligible Expenditures incurred during the Payment Period as approved by Canada following submission by the Recipient of the financial claim referred to in section 8.4 (1).

8.4 (1) Following the end of each Payment Period of the Agreement, the Recipient shall provide Canada with a financial claim using a form provided by Canada and signed/certified as true and accurate by an authorized official (or officials) of the Recipient. The financial claim shall contain:

- (a) a summary breakdown, per cost category in the Project Budget, of Eligible Expenditures incurred during the Payment Period;
- (b) an updated forecast of Project expenditures;
- (c) an activity report describing the work completed on the Project during the Payment Period; and
- (d) any supporting documentation relative to the financial claim that may be requested by Canada (e.g. a copy of the general ledger).

(2) The Recipient shall submit the financial claim required under subsection (1) no later than,



- (a) if the Payment Period is monthly, **forty-five (45) days** following the Payment Period;
- and
- (b) if the Payment Period is quarterly, **sixty (60) days** following the Payment Period.

8.5 (1) Canada may withhold any advance payment due to the Recipient under this Agreement

- (a) if the Recipient has failed to submit when due
  - (i) a financial claim under section 8.4 (1); or
  - (ii) any other document required by Canada under this Agreement; or
- (b) pending the completion of an audit of the Recipient's books and records, should Canada decide to undertake such an audit.

(2) Canada may also withhold any progress payment due to the Recipient under this Agreement

- (a) if the Recipient has failed to submit when due any other document required by Canada under this agreement; or
- (b) pending the completion of an audit of the Recipient's books and records, should Canada decide to undertake such an audit.

8.6 Canada may retain a holdback of an amount up to 10% of its maximum contribution at the end of the Project Period pending

- (a) receipt and verification by Canada of a final financial claim for the last Payment Period where advances have been made,
- (b) receipt and acceptance by Canada of the final report for the Project that the Recipient is required to submit to Canada under the terms of this Agreement, and
- (c) receipt of any other Project-related record that may be required by Canada.

#### 9.0 ANNUAL FINANCIAL REPORTS

9.1 (1) Within one hundred and twenty (120) days following the end of each "Reporting Period" during the Project Period, the Recipient shall provide to Canada a financial report containing,

- (a) a statement setting out:
  - (i) the total amount received from Canada under this Agreement during the Reporting Period,
  - (ii) the total revenue received from other sources for the Project during the Reporting Period, including cash and the value of in-kind contributions,
  - (iii) the total amount of GST/HST rebates and interest earned by the Recipient during the Reporting Period on advances of Canada's contribution if the amount of interest earned is in excess of one hundred dollars (\$100), and
  - (iv) the amounts realized during the Reporting Period from the disposition of any capital assets that had been originally purchased with funds from Canada's contribution under this Agreement, and
- (b) an itemized statement setting out, by expenditure category as per the Project Budget, the total amount of the expenditures incurred during the Reporting Period in relation to the Project and to the corresponding approved Investment Plan.

(2) For greater certainty, failure on the part of the Recipient to submit financial reports within the timeframe specified under subsection (1) may result in Canada withholding payment of an advance or progress payment in accordance with subsections 8.5(1) or (2) of this Schedule or withholding payment of any holdback retained by Canada in accordance with section 8.6 of this Schedule.

(3) For the purposes of this section, "Reporting Period" means each Fiscal Year that falls within the Project Period or, if the Fiscal Year falls only partially within the Project Period, such portion thereof.

9.2 Each financial report submitted to Canada pursuant to section 9.1 shall be accompanied by such supporting documentation as may be requested by Canada.



***Audit Requirement***

9.3 (1) Unless otherwise notified by Canada in writing, the Recipient shall engage an independent licensed public accountant to audit, in accordance with Canadian generally accepted auditing standards, each financial report required under section 9.1. The Recipient's letter of audit engagement shall include the requirements set out under section 9.1.

(2) If requested by Canada to do so, the Recipient shall allow representatives of Canada to discuss any audited financial report referred to in this section with the Recipient's auditors. The Recipient shall execute such directions, consents and other authorizations as may be required in order to permit its auditors to discuss the report with representatives of Canada and provide any requested information to them in relation to the audit.



**SCHEDULE C**

**ADDITIONAL CONDITIONS**

<b>LEGAL NAME OF RECIPIENT:</b> Capital Regional District
<b>PROJECT TITLE:</b> Greater Victoria Reaching Home - Designated Communities

**1.0 WORK PLAN**

1.1 For each Fiscal Year that falls within the Project Period or, if the Fiscal Year falls only partially within the Project Period, such portion thereof, the Recipient shall provide to Canada for approval a "Work Plan" outlining the activities to be undertaken by the Recipient in implementing the Project during the Fiscal Year or part thereof. Each Work Plan shall be prepared in accordance with guidelines issued by Canada.

1.2 The Recipient's approved Work Plan for the first Fiscal Year or part thereof of the Project Period is attached to and forms an integral part of Schedule A (Project Description) to this Agreement. The Work Plan for each subsequent Fiscal Year or part thereof shall be provided to Canada for approval no later than sixty (60) days prior to the beginning of each Fiscal Year to which it relates.

1.3 Canada will notify the Recipient of its approval of each subsequent Work Plan no later than thirty (30) days following receipt of each plan. Upon approval, each subsequent Work Plan shall be attached to and form an integral part of Schedule A.

1.4 The Recipient shall implement the Project in accordance with the approved Work Plans. The Recipient shall not make any material change to an approved Work Plan without the written approval of Canada.

**2.0 REDISTRIBUTION OF FUNDING TOWARDS SUB-PROJECTS**

**Interpretation**

2.1 For the purposes of this Agreement,

"Sub-Agreement Holder" means an organization other than the Recipient, to whom funding provided to the Recipient under this Agreement is further distributed to enable the organization to carry out a Sub-Project; and

"Sub-Project" means:

- (a) an activity eligible for financial support under the Project which is implemented by a Sub-Agreement Holder, or
- (b) an activity eligible for financial support under the Project implemented directly by the Recipient.

**Sub-Project Selection Process**

2.2 (1) The Recipient shall put into place a process satisfactory to Canada for ensuring that proposals for Sub-Projects to be funded with Canada's contribution, including Sub-Projects implemented directly by the Recipient, are assessed and selected in an open, impartial and fair manner. The Recipient agrees that the Community Entity will assess, approve and enter into funding agreements with Sub-Projects based on recommendations by the Community Advisory Board. The Recipient must ensure that Sub-Project proposals of a capital nature address their sustainability; for Sub-Projects of a capital nature Canada will provide a form to address this aspect that is to be included as part of such proposals.

(2) The Recipient shall also put into place written operational policies and procedures relating to its financial management of the Project and its administration of Sub-Projects, and shall provide a copy of those policies and procedures to Canada, together with the names and positions of personnel within the Recipient's organization with responsibilities for the financial management and decision making in connection with the carrying out of the responsibilities of the Recipient under this Agreement. The Recipient shall notify Canada promptly of any changes in such personnel that occur from time to time.

(3) A sub-project shall not be funded under this Agreement unless the organization demonstrates that it applies sound financial management practices and respects the highest level of integrity.

(4) Without limiting the foregoing and subject to subsection 5, a sub-project shall not be funded under this Agreement if a review, audit or investigation conducted by the federal government, the government of a province or a public body created under the law of a province in the previous 3 years concludes to irregularities in the organization's financial management practices or raises integrity issues.

(5) The restriction in subsection 4 does not apply if an organization demonstrates that the irregularities and issues have been resolved and that measures have been diligently put in place to prevent recurrence.

**Agreements with Sub-Agreement Holders**

2.3 (1) When the Recipient provides funding to a Sub-Agreement Holder to support the costs of a Sub-Project, the Recipient shall ensure that there is a written agreement between it and the Sub-Agreement Holder that sets out the terms and conditions under which the Recipient is providing funding to the Sub-Agreement Holder.

(2) The written agreement referred to in subsection (1) shall include:

- (a) an identification of the Sub-Agreement Holder (proper legal name and address);
- (b) a description of the purpose of the funding;
- (c) the effective date, the date of signing and the duration of the agreement;



- (d) the financial and/or non-financial conditions attached to the funding and the consequence of failing to adhere to these conditions, including provision for a right of termination of the agreement in the event of a breach of the agreement;
- (e) the costs of the Sub-Project eligible for reimbursement;
- (f) the conditions to be met before payment is made and the schedule and basis of payment;
- (g) the maximum amount payable;
- (h) the provision of such reports by the Sub-Agreement Holder on its Sub-Project, outcomes and results as may be specified by Canada in any reporting guidelines or instructions provided to the Recipient by Canada or as may be specified elsewhere in this Agreement;
- (i) a provision giving both Canada and the Recipient the right to conduct an audit of the books and records of the Sub-Agreement Holder, even though an audit may not always be undertaken, and to have access to the business premises and business site of the Sub-Agreement Holder to monitor and inspect the administration of the Sub-Project;
- (j) a requirement for the Sub-Agreement Holder to repay to the Recipient the amount of any funding provided to which it is not entitled. The agreement should specify that amounts to which it is not entitled include the amount of any payments:
  - (i) made in error;
  - (ii) made for costs in excess of the amount actually incurred for those costs; and
  - (iii) that were used for costs that were not eligible for reimbursement under the agreement;
- (k) if the Sub-Project involves an activity described in section 4.1 or 4.3,
  - (i) a repayment requirement modeled on the provisions of section 4.1 or 4.3, as the case may be, except that every reference to "Recipient" in those provisions shall be replaced by a reference to the term used by the Recipient to identify the Sub-Agreement Holder in its agreement with the Sub-Agreement Holder and every reference to "Canada" shall be replaced by a reference to the term used by the Recipient to identify itself in its agreement with the Sub-Agreement Holder; and
  - (ii) a provision giving both Canada and the Recipient, for the number of years following the end-date of the Sub-Project in respect of which the repayment requirement referred to in subparagraph (i) applies to the Sub-Agreement Holder, the right to inspect the operation of the facility referred to in section 4.1 or 4.3 at any reasonable time to verify the continuing use of the facility for the purposes for which it was funded; and
  - (iii) a provision stipulating that the Sub-Agreement holder shall not mortgage, charge or otherwise encumber the facility property during the period of the Sub-Project, or for the number of years following the end-date of the Sub-Project in respect of which the repayment requirement referred to in subparagraph (i) applies to the Sub-Agreement Holder, without the prior written approval of the Recipient; and
  - (iv) a provision stipulating that the Sub-Agreement Holder shall ensure that all environmental protection measures, standards and rules relating to the Sub-Project established by competent authorities are respected;
- (l) a provision stipulating that payment of any funding under the agreement is subject to the availability of funds and that payment of funding may be cancelled or reduced in the event that Canada cancels or reduces its funding to the Recipient;
- (m) a requirement for the Sub-Agreement Holder to give appropriate recognition of the contribution of Canada to the Sub-Project being carried out in its publicity and signage relating to the Sub-Project, including any information provided to the public on any web site or social media platform maintained by the Sub-Agreement Holder;
- (n) a requirement that the Sub-Agreement Holder notify the Recipient (Community Entity) twenty (20) working days in advance of any and all communications activities, publications, advertising and press releases planned by the Sub-Agreement Holder relating to the Sub-Project; and
- (o) a requirement for the Sub-Agreement Holder to cooperate with representatives of Canada during any official news release or ceremonies relating to the announcement of the Sub-Project.

***Internal Memoranda of Understanding (MOU)***

2.4 When the Recipient is implementing a Sub-Project directly, the Recipient shall ensure that there is an internal memorandum of understanding (MOU) with the head of the branch or division of its organization responsible for implementing the Sub-Project, as if the head of the branch or division implementing the Sub-Project was a Sub-Agreement Holder, setting out terms and conditions of the funding modelled on the requirements of section 2.3, with such modifications as the circumstances may require.

***Provision of Copies of Agreements and MOUs***

2.5 Upon request, the Recipient shall provide Canada with a copy of any or all agreements with Sub-Agreement Holders and MOUs referred to in sections 2.3 and 2.4, respectively.

***Monitoring and Audit of Sub-Projects***

2.6 The Recipient shall exercise due diligence in the administration of its agreements with Sub-Agreement Holders and of its MOUs referred to in section 2.4. Without limiting the generality of the foregoing, in



exercising due diligence, the Recipient shall take appropriate measures for ensuring compliance by Sub-Agreement Holders and, in the case of MOUs referred to in section 2.4, by the responsible branch or division head of the Recipient, with the terms and conditions of the agreement or MOU, as the case may be, including:

- (a) monitoring the Sub-Project through, as appropriate, periodic visits to the Sub-Project site or other means such as telephone calls and questionnaires;
- (b) undertaking periodic audits or inspections of financial records to verify that costs claimed under the agreement or MOU, were actually incurred and were in accordance with the agreement or MOU, as the case may be;
- (c) furnishing the Sub-Agreement Holder or the branch or division head of the Recipient, as the case may be, with necessary advice, support and training to assist it in carrying out the Sub-Project and in realizing the objectives and achieving the results of the Sub-Project;
- (d) where there are breaches of the agreement or MOU, taking appropriate measures to resolve the situation, including, in the case of an agreement with a Sub-Agreement Holder, termination of the agreement with the Sub-Agreement Holder or legal action to enforce compliance with the agreement, and
- (e) in the case of an agreement with a Sub-Agreement Holder, making all reasonable efforts to recover any overpayments under the agreement.

2.7 The Recipient shall provide to Canada, upon request, a report of any monitoring review or audit of a Sub-Project undertaken by the Recipient under section 2.6.

2.8 Where Canada desires to exercise its right to audit the books and records of a Sub-Agreement Holder or to monitor and inspect its Sub-Project, Canada shall notify the Recipient of its desire to do so. The Recipient shall cooperate with Canada in obtaining access to the financial records and, if required by Canada, it shall take all necessary steps to enforce the Recipient's and Canada's right of access to the Sub-Agreement Holder's records, including taking legal proceedings against the Sub-Agreement Holder.

### 3.0 REPORTING ON SUB-PROJECTS FUNDED THROUGH REACHING HOME

#### *Report of Approved Sub-Projects*

3.1 Each financial claim submitted to Canada pursuant to section 8 (Terms of Payment) of Schedule B to this Agreement shall be accompanied by a report identifying all agreements with Sub-Agreement Holders and MOUs approved by the Recipient to date containing the following information about each Sub-Project:

- (a) the Sub-Project file identifier;
- (b) in the case of agreements with Sub-Agreement Holders, the legal name of the Sub-Agreement Holder and Sub-Agreement Holder contact information;
- (c) in the case of MOUs, the name of the branch or division within the Recipient's organization responsible for carrying out the Sub-Project and Recipient branch or division contact information;
- (d) the amount of funding provided under this Agreement to be provided by the Recipient for the Sub-Project as well as the total budget of the Sub-Project;
- (e) identification of the applicable Reaching Home funding stream;
- (f) the Sub-Project start and end dates; and
- (g) the activity areas(s) supported by the Sub-Project, i.e. (i) housing; (ii) prevention and shelter diversion; (iii) client support services; (iv) capital investments; or (v) coordination of resources and data collection.

#### *Results Reporting*

3.2 The Recipient shall provide a project details report, acceptable to Canada, that sets out the detailed description of any new or amended Sub-Agreements, including those retained for direct delivery by the Recipient.

3.3 The report submitted pursuant to section 3.2 is required within thirty (30) days of an online results reporting system being available or in a timeframe and manner as prescribed by Canada. Any changes to the funding amount, activities, or end date of a Project approved by the Recipient must be documented and provided to Canada, within thirty (30) days of the change, once the Recipient has received the online results reporting system.

3.4 The Recipient shall provide to Canada, an annual results report detailing the outputs and outcomes achieved, using an online results reporting system provided by Canada, no later than sixty (60) days following each Fiscal Year of the Project Period, or in a timeframe and manner as prescribed by Canada, where applicable depending on the activity categories for each Sub-Agreement, including those retained for direct delivery by the Recipient.

Funded activities that include follow-up beyond the duration of the sub-project and/or Recipient agreement remain as obligations of the Recipient and survive termination or expiry of this Agreement. This includes 3 and 12 month follow-up requirements as follows:

Prevention and Shelter Diversion (Core Services) require a 3-month follow-up once a person has received a Core Prevention service. Follow-up for interventions received in the last three months of a fiscal reporting period (January to March) will always occur in the first three months of the next fiscal reporting period.

Housing Placements require a 12-month follow-up once an individual is placed into housing. Follow-up will always occur in the next fiscal reporting period for up to 12 months.



#### 4.0 REQUIREMENTS IN RESPECT OF FACILITY PROPERTY AND REPAYMENT

##### *Project Funding Used to Purchase Land or a Building for a Facility*

4.1 If

(a) funding provided for a Sub-Project is used towards the costs of purchasing land or a building to establish a new facility to provide shelter space, transitional or supportive housing or other services for the homeless, and

(b) the amount of the funding referred to in paragraph (a) is in excess of \$50,000, the Recipient shall repay as a debt owing to Canada,

(c) an amount equal to 100% of the funding referred to in paragraph (a) if,

(i) five (5) years following the end date of the Sub-Project, a facility that provides shelter space, transitional or supportive housing or other services for the homeless has not been established on the property referred to in paragraph (a), or

(ii) at any time during the five-year period following the end date of the Sub-Project, Canada concludes, based on

(A) information provided by the Recipient under section 4.7, or

(B) the results of a site inspection conducted by Canada under section 4.9

that the facility referred to in paragraph (a) will not be established during said five-year period and notifies the Recipient of such conclusion in writing, and

(d) an amount determined in accordance with section 4.2 if, within five (5) years following the end date of the Sub-Project, the land or building referred to in paragraph (a) is sold and the proceeds of disposition are not forthwith committed to supporting a facility providing similar services to the homeless that is approved by Canada.

4.2 The amount repayable by the Recipient under paragraph 4.1(d), if the event referred to in that paragraph occurs, shall be determined as follows:

(a) if the event occurs within one year of the end date of the Sub-Project, a sum equal to 100% of the funding referred to in paragraph 4.1(a);

(b) if the event occurs within two years, but after one year of the end date of the Sub-Project, a sum equal to 80% of the funding referred to in paragraph 4.1(a);

(c) if the event occurs within three years, but after two years of the end date of the Sub-Project, a sum equal to 60% of the funding referred to in paragraph 4.1(a);

(d) if the event occurs within four years, but after three years of the end date of the Sub-Project, a sum equal to 40% of the funding referred to in paragraph 4.1(a); or

(e) if the event occurs within five years, but after four years of the end date of the Sub-Project, a sum equal to 20% of the funding referred to in paragraph 4.1(a).

##### *Project Funding Used for Construction or Renovations*

4.3 If

(a) funding provided for a Sub-Project is used towards the costs of constructing or renovating a building to establish a new facility to provide shelter space, transitional or supportive housing or other services for the homeless, or towards the costs of expanding or renovating an existing facility that provides shelter space, transitional or supportive housing or other services for the homeless, and

(b) the amount of the funding referred to in paragraph (a) is in excess of \$50,000, the Recipient shall repay as a debt owing to Canada,

(c) an amount equal to 100% of the funding referred to in paragraph (a) if the Sub-Project referred to in that paragraph is not completed by the end date of the Sub-Project, and

(d) an amount determined in accordance with section 4.4 if the activity referred to in paragraph (a) is completed by the end date of the Sub-Project but within five (5) years following the end date of the Sub-Project either of the following events occurs:

(i) the facility ceases to operate for its intended purpose and is not used for some other service approved by Canada in support of the homeless but is converted to some other use, or

(ii) the facility is sold and the proceeds of disposition are not forthwith committed to supporting a facility providing similar services to the homeless that is approved by Canada.

4.4 The amount repayable by the Recipient under paragraph 4.3(d) if either event referred to in subparagraph 4.3(d)(i) or (ii) occurs shall be determined as follows:

(a) for renovations representing 30% or less of the market value of the facility established as part of the project assessment process, if the event occurs within:

(i) one year of the end date of the Sub-Project a sum equal to 100% of the funding referred to in paragraph 4.3(a); or

(ii) two years, but after one year of the end date of the Sub-Project, a sum equal to 80% of the funding referred to in paragraph 4.3(a); and



(b) for construction and for renovations representing more than 30% of the market value of the facility established as part of the project assessment process, if the event occurs within:

- (i) one year of the end date of the Sub-Project, a sum equal to 100% of the funding referred to in paragraph 4.3(a);
- (ii) two years, but after one year of the end date of the Sub-Project, a sum equal to 80% of the funding referred to in paragraph 4.3(a);
- (iii) three years, but after two years of the end date of the Sub-Project, a sum equal to 60% of the funding referred to in paragraph 4.3(a);
- (iv) four years, but after three years of the end date of the Sub-Project, a sum equal to 40% of the funding referred to in paragraph 4.3(a); or
- (v) five years, but after four years of the end date of the Sub-Project, a sum equal to 20% of the funding referred to in paragraph 4.3(a).

4.5 For greater certainty, the Recipient acknowledges that the repayment requirements in sections 4.1 and 4.3 apply to it not only where the Sub-Project is implemented by it directly but also where it is being implemented by a Sub-Agreement Holder. Consequently, where the Recipient provides funding to a Sub-Agreement Holder for a Sub-Project that involves an activity referred to in section 4.1 or 4.3, the Recipient must ensure pursuant to paragraph 2.3(k) that its agreement with the Sub-Agreement Holder includes repayment obligations on the part of the Sub-Agreement Holder that are modeled on the provisions of section 4.1 or 4.3, as the case may be, except that every reference to "Recipient" in those provisions shall be replaced by a reference to the term used by the Recipient to identify the Sub-Agreement Holder in its agreement with the Sub-Agreement Holder and every reference to "Canada" shall be replaced by a reference to the term used by the Recipient to identify itself in its agreement with the Sub-Agreement Holder.

#### ***Repayment to Canada of Amounts Recovered from Sub-Agreement Holders***

4.6 Where a Sub-Agreement Holder is required, under the terms of its agreement with the Recipient, to repay an amount to a Recipient pursuant to a repayment obligation referred to in section 4.5, the Recipient shall repay to Canada any such amount recovered by the Recipient from the Sub-Agreement Holder.

#### ***Annual Monitoring of, and Declaration on, Facility Establishment and/or Utilization Following Completion***

4.7 If a Sub-Project involves an activity described in section 4.1 or 4.3, the Recipient shall, for the number of years following the end-date of the Sub-Project in respect of which the repayment requirements in section 4.2 or 4.4, as the case may be, are applicable (hereinafter "the Monitoring Period")

- (a) annually monitor, as the case may be,
  - (i) progress made towards the establishment of the facility, or
  - (ii) the use of the facility to verify its continuing use for the purposes for which the Recipient had provided its funding, andimmediately notify Canada if the activities leading to the establishment of a facility have ceased, the facility property has been sold or the facility has ceased to be used for its intended purposes, and
- (b) provide annually to Canada, using a form provided by Canada, a declaration regarding, as the case may be,
  - (i) the progress made towards the establishment of the facility during the year covered by the declaration, or
  - (ii) utilization of the facility during the year covered by the declaration.

4.8 Each annual declaration referred to in section 4.7 shall be provided to Canada no later than ninety (90) days following the end of the year covered by the declaration.

4.9 During the Monitoring Period, the Recipient shall ensure that representatives of Canada are allowed to inspect the operation of the facility at any reasonable time to verify its continuing use for the purposes for which it was funded.

#### ***No Mortgaging or Charging of Facility Property***

4.10 If the Recipient itself carries out a Sub-Project involving an activity described in section 4.1 or 4.3, the Recipient shall not mortgage, charge or otherwise encumber the facility property during the period of the Sub-Project or during the Monitoring Period, without the prior written approval of Canada. Canada undertakes that its approval shall not be unreasonably withheld.

4.11 If a Sub-Agreement Holder is carrying out a Sub-Project involving an activity described in section 4.1 or 4.3, the Recipient shall ensure that the Sub-Agreement Holder does not mortgage, charge or otherwise encumber the facility property during the period of the Sub-Project or during the Monitoring Period, without the prior written approval of the Recipient.

### **5.0 ENVIRONMENTAL PROTECTION**

5.1 The Recipient shall:

- (a) maintain and implement any and all environmental protection measures prescribed by Canada for ensuring that the harm to the environment resulting from the Project, if any, will remain minimal; and
- (b) ensure that all environmental protection measures, standards and rules relating to the Project established by competent authorities are respected.



## 6.0 INDIGENOUS CONSULTATION

6.1 Based on the program design, Canada's funding is to enable the Recipient to carry out the Project. Canada does not assess, approve and enter into funding agreements with Sub-Projects. The Community Entity will assess, approve and enter into funding agreements with Sub-Projects based on recommendations by the Community Advisory Board. Canada does not have sufficient details to understand the nature and scope of the potential impacts on s 35 rights at the time funding is provided to the Recipient because Canada has no knowledge of the specific activities of the sub-project. As such, Canada has determined that a Duty to Consult would not be triggered.

## 7.0 OFFICIAL LANGUAGES

7.1 Where the Project is to be delivered to members of either language community, the Recipient shall:

- (a) make Project-related documentation and announcements (for the public and prospective Project participants, if any) in both official languages where applicable;
- (b) actively offer and provide in both official languages any Project-related services to be provided or made available to members of the public, where applicable;
- (c) encourage members of both official language communities, including official language minority communities, to participate in the Project and its activities; and
- (d) organize activities and provide its services, where appropriate, in such a manner as to address the needs of both official language communities.

## 8.0 ADDITIONAL PROVISIONS

### *Coordinated Access*

8.1 Through working with community partners, including, if applicable, in partnership with the Indigenous Homelessness stream Community Entity within the Designated Community where the Recipient is located, the Recipient shall be required to have a Coordinated Access system in place by March 31, 2026 that fully meets all Reaching Home minimum requirements for Coordinated Access. More specifically, the recipient shall: maintain all minimum requirements that were met between April 1 2019 and March 31, 2024; meet all minimum requirements that were modified as of April 1, 2024; and meet new minimum requirements introduced on April 1, 2024. The minimum requirements, as prescribed by Canada, outline Canada's expectations for the design of Coordinated Access systems across the following areas: governance and partnerships, access points to service, triage and assessment, the Coordinated Access Resource Inventory, vacancy matching and referral, and use of the Homeless Individuals and Families Information System (HIFIS) or an existing, equivalent Homelessness Management Information System (HMIS).

### *The Homeless Individuals and Families Information System (HIFIS)*

8.2 Through working with community partners, including, if applicable, in partnership with the Indigenous Homelessness stream Community Entity within the Designated Community where the Recipient is located, the Recipient shall be required to implement HIFIS, or utilize an equivalent Homelessness Management Information System (HMIS) if one is already in place, to achieve Coordinated Access minimum requirements.

### *Outcomes-Based Approach*

8.3 Through working with community partners, including, if applicable, in partnership with the Indigenous Homelessness stream Community Entity within the Designated Community where the Recipient is located, the Recipient shall be required to continue to prevent and reduce homelessness using an Outcomes-Based Approach by fully meeting all Reaching Home minimum requirements for an Outcomes-Based Approach. More specifically, the recipient shall maintain all minimum requirements that were met between April 1, 2019 and March 31, 2024, it shall meet all minimum requirements that were modified as of April 1, 2024, and it shall meet new minimum requirements introduced on April 1, 2024. The minimum requirements, as prescribed by Canada, outline Canada's expectations to use person-specific data that is real-time and comprehensive to meet homelessness reduction targets for core community-level outcomes.

### *Community Homelessness Report*

8.4 Through working with community partners, including, if applicable, in partnership with the Indigenous Homelessness stream Community Entity within the Designated Community where the Recipient is located, the Recipient shall provide annually to Canada to the end of the program in 2027-2028, using a template provided by Canada, no later than sixty (60) days following the period covered by the report (i.e. the previous fiscal year), a Community Homelessness Report, satisfactory to Canada in scope and detail. A summary of the Community Homelessness Report will be published publicly by the Recipient in a time and manner prescribed by Canada.

### *Point-in-Time Count*

8.5 The Recipient shall conduct a Point-in-Time Count Enumeration and a Survey on Homelessness, between October 1, 2024 and November 30, 2024. Surveys on Homelessness can be administered over the course of one month and must be completed on or before December 30. Future enumerations shall be conducted annually, in the same time period (October-November), beginning in 2025, with surveys every three years (i.e., 2024, 2027) in alignment with the Reaching Home nationally coordinated Point-in-Time Count timelines. The methodology for the PIT Count must adhere to the national Point-in-Time Count methodology as prescribed by Canada, including common national survey questions.

8.6 The Recipient may conduct the Point-in-Time Count in coordination with a Registry Week or another enumeration methodology provided that the methodological standards prescribed by Canada are followed.

8.7 In a manner prescribed by Canada, for 2024 and onward, the Recipient shall provide the results of the PIT Count to Canada within two months of completing the enumeration and two months of completing the survey, including, but not limited to:

- (a) an enumeration of people who were experiencing homelessness in shelters (e.g. emergency shelters, Domestic Violence shelters, extreme weather shelters), transitional housing, and the number who were in unsheltered locations on a single night; and
- (b) individual-level survey data from the common national survey questions asked of people experiencing homelessness.

8.8 These results will be used by Canada to report at aggregate levels (e.g. nationally, by region) without identifying results for particular survey respondents or for particular communities.



Tamara Pillipow

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**Subject:** FW: Notice of Motion for H&H Meeting Today

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**From:** directorssi <[directorssi@crd.bc.ca](mailto:directorssi@crd.bc.ca)>

**Sent:** Wednesday, December 4, 2024 1:09 PM

**To:** Zac de Vries <[zdevries@crd.bc.ca](mailto:zdevries@crd.bc.ca)>; Marlene Lagoa <[mlagoa@crd.bc.ca](mailto:mlagoa@crd.bc.ca)>

**Cc:** Don Elliott <[delliott@crd.bc.ca](mailto:delliott@crd.bc.ca)>; Justine Starke <[jstarke@crd.bc.ca](mailto:jstarke@crd.bc.ca)>

**Subject:** Notice of Motion for H&H Meeting Today

Whereas the \$40,000 suite incentive proposed as part of the CRD Rural Housing Program, would only fund approximately 12 rental suites in the SSI and SGI Electoral Areas over a two year period,

And whereas, an incentive of this magnitude may not be necessary to encourage affordable rentals in situations where necessary renovation costs might be significantly lower (e.g., for fully developed recreation rooms),

And whereas senior governments are also providing suite incentives,

Therefore be it resolved that staff report on the merits of reducing, for an initial period, the RHP suite incentive to better determine potential interest.

Be it further resolved that staff report on the merits of a possible modest incentive for the Housing Now program.

Gary

Sent from my iPad



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## REPORT TO JUAN DE FUCA WATER DISTRIBUTION COMMISSION MEETING OF TUESDAY, FEBRUARY 4, 2025

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**SUBJECT**     Remuneration for Juan de Fuca Water Distribution Commission

### **ISSUE SUMMARY**

To provide the Juan de Fuca Water Distribution Commission (Commission) with information on the implications of amending the Capital Regional District (CRD) Board's Remuneration and Travel Expense Reimbursement Policy to include remuneration for the Commission.

### **BACKGROUND**

At its December 3, 2024 meeting the Commission directed staff to prepare a report outlining the implications of amending the Board Remuneration and Travel Expense Reimbursement Policy (Appendix A), to include Commission member remuneration for attending meetings of the Juan de Fuca Water Distribution Commission.

The CRD Board Remuneration and Travel Expenses Reimbursement Policy (Policy) is a policy of the CRD Board, administered through CRD Human Resources in consultation with Finance and Technology and Corporate Services. The Policy establishes the remuneration for CRD Board Directors and Alternates, Commissioners of the Salt Spring Island Local Community Commission and Regional Water Supply Commission, and for attendance at Forum of Council meetings. Any modifications to the Policy are to be approved by the CRD Board. A comprehensive review of the Policy is undertaken every three to five years to ensure alignment with the Board philosophy. The next comprehensive review is scheduled for 2026 and for implementation commensurate with the 2027-2030 Board term.

At the CRD, only Commissioners of the Regional Water Supply Commission and the Salt Spring Island Local Community Commission receive remuneration. For the Regional Water Supply Commission, at its August 13, 2003 meeting, the CRD Board approved a motion that Regional Water Supply Commissioners be compensated at the CRD Alternate Director rate per meeting and that the remuneration would be funded from the Regional Water Supply Service budget. See Appendix B for the meeting excerpt. Remuneration for the elected officials of the Salt Spring Island Local Community Commission was established at the time of the creation of the Commission in 2023 and is included in the Policy.

The *Water Supply and Sooke Hills Protection Regulation* (Regulation) provide that both the Regional Water Supply Commission and the Juan de Fuca Water Distribution Commission are considered standing committees under Part 24 of the *Municipal Act*. Both require public consultation on membership prior to appointment by their respective councils as outlined in the Regulation, see Appendix C for excerpt. This process differs from other CRD standing committees whose members are CRD Board Directors, appointed by the CRD Board Chair.

## **ALTERNATIVES**

### *Alternative 1*

The Juan de Fuca Water Distribution Commission recommends to the Capital Regional District Board:

That remuneration for Commissioners of the Juan de Fuca Water Distribution Commission be considered in the next comprehensive review of the Capital Regional District (CRD) Board Remuneration and Travel Expenses Reimbursement Policy.

### *Alternative 2*

The Juan de Fuca Water Distribution Commission recommends to the Capital Regional District Board:

1. That the Capital Regional District (CRD) Board Remuneration and Travel Expense Reimbursement Policy be amended to include compensation for the Juan de Fuca Water Distribution Commissioners equivalent to that received by Commissioners of the Regional Water Supply Commission; and,
2. That funding for the remuneration be budgeted in the 2026 Juan de Fuca Water Distribution service budget, with remuneration beginning in 2026.

### *Alternative 3*

That the Juan de Fuca Water Distribution Commission not seek an amendment to the Capital Regional District (CRD) Board Remuneration and Travel Expense Policy, to include compensation for the Juan de Fuca Water Distribution commissioners at this time.

## **IMPLICATIONS**

### *Financial Implications*

Currently Commissioners of the Regional Water Supply Commission receive a per meeting payment of \$110. If a Policy amendment were approved by the CRD Board, remuneration for Juan de Fuca Water Distribution Commissioners would be funded from the Juan de Fuca Water Distribution Service budget. It is estimated that this would be an expense of \$7,040 per year assuming eight meetings per year.

### *Intergovernmental Implications*

Generally, Elected Officials of the CRD Board have not wished to amend remuneration during the term of the Board, but rather for the new Board terms tied to election cycles. The next review of the CRD Board Policy is scheduled for 2026 to be effective for the 2027-2030 Board term.

The CRD has a large number of Commissions and Committees, and except for Commissioners of the Regional Water Supply Commission and the Salt Spring Island Local Community Commission, Commissioners do not receive remuneration for attendance. Amending the Policy to include compensation for the Juan de Fuca Water Distribution commissioners, could be considered precedent-setting for other Commissions of the CRD.

**CONCLUSION**

The Capital Regional District (CRD) Board has established a Policy on remuneration, which is reviewed on a regular cycle. Currently the CRD Board Policy does not provide remuneration for Commissioners of the Juan de Fuca Water Distribution Commission. This report provides information requested by the Juan de Fuca Water Distribution Commission, regarding the implications of amending the CRD Board’s Remuneration and Travel Expense Reimbursement Policy for the inclusion of remuneration for its commissioners.

**RECOMMENDATION**

The Juan de Fuca Water Distribution Commission recommends to the Capital Regional District Board:

That remuneration for Commissioners of the Juan de Fuca Water Distribution Commission be considered in the next comprehensive review of the Capital Regional District (CRD) Board Remuneration and Travel Expenses Reimbursement Policy.

Submitted by:	Denise Dionne, Manager, Business Support Services
Concurrence:	Alicia Fraser, P. Eng., General Manager, Integrated Water Services
Concurrence:	Kristen Morley, J.D., General Manager, Corporate Services & Corporate Officer
Concurrence:	Nelson Chan, MBA, FCPA, FCMA, Chief Financial Officer, GM Finance & IT
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer

**ATTACHMENT(S)**

- Appendix A: Board Remuneration and Travel Expense Reimbursement Policy
- Appendix B: August 13, 2003 CRD Board Meeting Excerpt
- Appendix C: Commission Establishment Excerpts from the *Water Supply and Sooke Hills Protection Regulation*



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## CAPITAL REGIONAL DISTRICT BOARD POLICY

Policy Type	<i>Board</i>		
Section	<i>Executive Services, People, Safety &amp; Culture (PS&amp;C)</i>		
Title	<b>BOARD REMUNERATION AND TRAVEL EXPENSE REIMBURSEMENT</b>		
Adoption Date	September 9, 2015	Policy Number	BRD03
Last Amended	January 22, 2025	Amended By	Board
Policy Owner	People, Safety & Culture (PS&C)		

### 1. POLICY:

Board of Directors Remuneration and Travel Expense Policy.

### 2. PURPOSE:

To outline the Board remuneration and travel expense reimbursement guidelines. The CRD Board approved a new Board remuneration framework on September 9, 2015. A primary driver for establishing a CRD Board remuneration philosophy was to recognize the significant amount of commitment required of Directors and to design an approach that would assist with engagement as well as attendance.

### 3. SCOPE:

The policy applies to all CRD Board Directors, Commission members, First Nations Members and certain Board appointees to external Boards.

### 4. DEFINITIONS:

**“Board Remuneration”**: means any compensation paid to Board Directors, certain Commission members, First Nations Members and Board appointees to external Boards as approved by the CRD Board in exchange for undertaking CRD business activities.

### 5. PROCEDURE:

Human Resources, in consultation with Finance and Technology and Corporate Services, is responsible for the control, coordination, and implementation of the policy. Modifications to the overall policy are to be approved by the Capital Regional District (CRD) Board.

- a) All Board Directors, certain Commission members, Municipal Councillors, First Nations Members and certain Board appointees to external Boards shall receive an annual stipend and/or a payment per meeting and travel expenses as per CRD Board Remuneration and Travel Expense Policy - Schedule 1.
- b) Eligibility for payments is defined in CRD Directors Appointments by Committees, Commissions to External Board - Schedule 2.

- c) The remuneration amounts will be adjusted annually, by Financial Services, based on the Consumer Price Index for the Victoria area for the twelve months ending December 31 of the preceding year – Schedule 3.
- d) The remuneration structure will be reviewed periodically as directed by the Board.

**6. SCHEDULES:**

- 1. CRD BOARD REMUNERATION AND TRAVEL EXPENSE POLICY
- 2. REMUNERATION ELIGIBILITY TABLE
- 3. CRD BOARD REMUNERATION PHILOSOPHY

**7. AMENDMENTS:**

Adoption Date	Description
September 9, 2015 (Revised April 18, 2016)	<i>Approved by the Board</i>
April 12, 2017 (eff. January 1, 2017)	<i>Amendment 1, approved by the Board</i>
May 9, 2018 (eff. January 1, 2019)	<i>Amendment 2, approved by the Board</i>
February 10, 2020 (Schedule 1 and 2 updates)	<i>Amendment 3, approved by Human Resources (eff Jan.2020 Schedule 1; Dec.2019 Schedule 2)</i>
January 13, 2021 (Schedule 2 update)	<i>Amendment 4, approved by the Board</i>
February 2, 2021 (Schedule 1 update)	<i>Amendment 5, approved by Human Resources (eff. Jan.2021)</i>
January 24, 2022 (Schedule 1 update)	<i>Amendment 6, approved by Human Resources (eff. Jan.2022)</i>
January 20, 2023 (Schedule 1 update)	<i>Amendment 7, approved by Human Resources (eff. Jan.2023)</i>
June 2023	<i>Amendment 8, approved by the Board (eff. June 2023)</i>
January 19, 2024 (Schedule 1 update)	<i>Amendment 9, approved by Human Resources (eff. Jan.2024)</i>
December 11, 2024	<i>Amendment 10, approved by the Board (eff. Jan.1, 2025 - Schedule 1: SSI Electoral Area Director, Local Community Commission Commissioner)</i>
January 22, 2025 (Schedule 1 update)	<i>Amendment 11, approved by Human Resources (eff. Jan. 2025)</i>

**8. REVIEWS:**

<b>Review Date</b>	<b>Description:</b>
Annually	<i>Review annually for schedule(s) update</i>

**9. RELATED POLICY, PROCEDURE OR GUIDELINE:**

- *Bylaw No. 3828, "Board Procedures Bylaw, 2012"*

## SCHEDULE 1

## CRD BOARD REMUNERATION AND TRAVEL EXPENSE POLICY

Effective January 1, 2025

	REMUNERATION	EXPENSE ALLOWANCE	TOTAL	
<b>ANNUAL STIPENDS</b>				
Paid periodically throughout the year (currently, biweekly)				
1	<b>CRD / CRHD Board Directors</b>	15,980	7,990	<b>23,970</b>
	<i>Includes all CRD/CRHD Board meetings, Committee of the Whole Meetings, and two Standing Committee* commitments *where defined as a standing committee in bylaws or terms of reference AND members are appointed by the Board Chair</i>			
2	<b>Electoral Area Directors (additional)</b>			
	- JDF Electoral Area; SGI Electoral Area	30,803	15,402	<b>46,205</b>
	- SSI Electoral Area	24,137	12,068	<b>36,205</b>
3	<b>CRD Board Chair (additional)</b>	23,501	11,751	<b>35,252</b>
4	<b>CRD Board Vice-Chair (additional)</b>	4,699	2,350	<b>7,049</b>
5	<b>CRHD Board Chair (additional)</b>	4,699	2,350	<b>7,049</b>
	<i>(Not paid if the CRHD Board Chair is also the CRD Board Vice-Chair)</i>			
6	<b>Board Standing Committee Chair, CRD Arts Commission Chair &amp; Solid Waste Advisory Commission Chair (additional) (when appointed by CRD Board Chair)</b>	2,351	1,175	<b>3,526</b>
7	<b>Additional Board Standing Committee(s) (additional)</b>	4,699	2,350	<b>7,049</b>
	<i>(Payable if Standing Committee Membership exceeds the two remunerated in Section 1)</i>			
8	<b>Salt Spring Island Local Community Commissioner</b>	8,753	4,376	<b>13,129</b>
	<i>(Payable to all elected LCC commissioners, except the Electoral Area Director)</i>			
<b>PER MEETING PAYMENTS</b>				
Paid for scheduled attendance at a meeting, except where such meeting has been cancelled in advance (see Footnote 2 – Eligibility Verification)				
9	<b>Alternate CRD/CRHD Board Director and Acting Standing Committee Chair</b>	73	37	<b>110</b>
10	<b>CRD Board Directors - Local &amp; Sub-Regional Commission/Committee Meetings</b>	73	37	<b>110</b>
	Does not apply when:			
	i. Commission /Committee within the responsibilities of the Electoral Area Director			
	ii. Remuneration is already paid by the Commission			
	iii. The Committee/Commission is not eligible for payment by Act, Regulation, Bylaw or other			
11	<b>First Nation Member appointees to eligible CRD Committee</b>	73	37	<b>110</b>

12	<b>CRD Board Directors – appointed by CRD to External Board</b>	73	37	<b>110</b>
	Does not apply when:			
	i. External Board falls within the responsibilities of the Electoral Area Director			
	ii. Remuneration is already paid by the External Board			
	iii. The External Board is not eligible for payment by Act, Regulation, Bylaw or other			
13	<b>CRD Municipal Directors who vote on Part 26 Decisions of Juan de Fuca Electoral Area</b>	73	37	<b>110</b>
	Applies only when:			
	a. Attendance at a JDFEA land use committee meeting of which the director is a member			
	b. Attendance at any land use public hearing of the JDFEA regarding an area where the director is eligible to vote on decisions at the CRD Board			
	Does not apply to the Electoral Area Director			
14	<b>Alternate CRD Electoral Area Director attending formal Local and Sub-Regional Commission meetings in place of the Electoral Area Director</b>	73	37	<b>110</b>
15	<b>All Commissioners - Regional Water Supply Commission</b>	73	37	<b>110</b>
16	<b>Forum of Councils – First Nations, Municipal Councilors and Directors</b>	73	37	<b>110</b>

**TRAVEL EXPENSES**

(see Footnote 3 regarding claim process)

17	<b>All Director, LCC Commissioner, or First Nation Member Travel - to and from meetings where the Director, LCC Commissioner or First Nation Member is a member</b>	\$0.66	Per km. for regularly constituted meetings of Board, Commissions, Standing, and Select Committees
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**DIRECTOR TRAVEL**

Within Capital Region/Vancouver Island and Lower Mainland

18	<b>Travel by Personal Automobile</b>	\$0.66	Per kilometre
19	<b>Travel by Bus, Train, Ferry, Air (economy class)</b>	Actual expense	Payable upon receipt

**DIRECTOR TRAVEL**

Outside Capital Region/Vancouver Island and Lower Mainland

20	<b>Travel by Personal Automobile</b>	\$0.66	Per kilometre
21	<b>Travel by Bus, Train, Ferry, Air (economy class), Car Rental (mid-size)</b>	Actual expense	Payable upon receipt
22	<b>Electoral Area Director Travel - within Electoral Area</b>	\$0.66	For travel greater than 10km from EA Director's residence within the EA or their office, provided the destination is a place to conduct EA business

23	<b>CRD Board Chair, CRHD Board Chair, Standing Committee Chair - including Acting Chairs</b>	\$0.66	For any business travel of the Board or Standing Committee, provided the expenses are incurred outside the municipality or EA which the Chair represents
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**MEALS**

24	<b>For Travel Requiring Greater-Than 24 Hours from Place of Residence</b>	\$84.00	Per diem allowance for meals, gratuities, parking, local calls
<b>For Travel Requiring Less-than 24 Hours from Place of Residence</b>			
25	- Breakfast	\$18.00	See Footnote 1
26	- Lunch	\$24.00	See Footnote 1
27	- Dinner	\$42.00	See Footnote 1

**OTHER**

28	<b>Seminars, Courses, Conferences, Meetings</b>	Actual Cost	Registration Fees paid for single participation (Receipt required)
29	<b>Accommodation</b>	Actual Cost	Based on single occupancy
30	<b>Taxi Expenses</b>	Actual Cost	Receipts are required
31	<b>Long Distance Telephone Calls</b>	Actual Cost	Receipts are required

**FOOTNOTES**

(1) Meal payments will be paid as follows:

If Departure Prior to:	7:00am	Breakfast, Lunch, Dinner
	12:00noon	Lunch, Dinner
	6:00pm	Dinner
If Return After:	12:30pm	Breakfast, Lunch
	6:00pm	Breakfast, Lunch, Dinner

(2) Eligibility Verification:

For attendance at meetings, seminars, courses, conferences and/or meetings outside of CRD facilities, claimants will confirm their attendance on the CRD Travel Expense Report Claim form and eligibility of expense claims will be approved by Legislative Services.

(3) Travel Expense Claims Process:

Claims for travel expenses are submitted to *Legislative Services* for approval on the CRD Travel Expense Report Claim form within thirty (30) *calendar days* of the period in which the expenses were incurred.

## SCHEDULE 2

## CRD BOARD REMUNERATION AND TRAVEL EXPENSE POLICY

Remuneration Eligibility Table

<b>Regional Board and Standing Committees</b>	<b>See Footnote</b>
Capital Regional District Board	1
Capital Regional Hospital District Board	1
Capital Region Housing Corporation Board	1, 6
Climate Action Inter-Municipal Task Force	7
Committee of the Whole	1
Core Area Liquid Waste Management Committee	1, 2, 8
Electoral Areas Committee	1, 2, 8
Environmental Services Committee	1, 2, 8
Finance Committee	1, 2, 8
Governance and First Nations Relations Committee	1, 2, 8
Hospitals and Housing Committee	1, 2, 8
Planning and Protective Services Committee	1, 2, 8
Regional Parks Committee	1, 2, 8
Solid Waste Advisory Committee	7
Transportation Committee	1, 2, 8

**Footnotes:**

1. *Within Director's core responsibilities*
2. *Eligible for additional Standing Committee payment, if Director already sits on two (2) Standing Committees*
3. *Eligible for per meeting payment*
4. *Not eligible for payment: Commission/Board falls within the responsibilities of an Electoral Area Director*
5. *Not eligible for payment: Commission/Board already makes a payment for attendance*
6. *Not eligible for payment: Commission/Board ineligible by Act, Regulation, Bylaw or other*
7. *Not eligible for payment: Sub-Committee to a Standing Committee or other*
8. *Payments to be made to respective First Nations Governments on behalf of First Nation Member appointees following attendance at the meeting. Payments for attendance and expenses shall not exceed \$8,250 per year per First Nation. Note that First Nation participation is only permitted where the specific Committee Terms of Reference allow.*

<b>Director Appointments to Local &amp; Subregional Commissions</b>	<b>See Footnote</b>
Arts Commission	3
East Sooke Fire Protection and Emergency Response Service Commission	4
East Sooke Advisory Planning Commission	4
Galiano Island Parks and Recreation Commission	4
Juan de Fuca Board of Variance	4
Juan de Fuca Electoral Area Parks and Recreation Advisory Commission	4
Juan de Fuca Land Use Committee	4
Juan de Fuca Water Distribution Commission	3, 4
Lyall Harbour/Boot Cove Water Local Services Committee	4
Magic Lake Estates Water and Sewer Committee	4
Mayne Island Parks and Recreation Commission	4
North Galiano Fire Protection and Emergency Response Service Commission	4
Otter Point Advisory Planning Commission	4
Otter Point Fire Protection and Emergency Response Service Commission	4
Pender Islands Parks and Recreation Commission	4
Peninsula Recreation Commission	3
Port Renfrew Fire Protection and Emergency Response Service Commission	4
Port Renfrew Utility Services Committee	4
Regional Housing Trust Fund Commission	3
Regional Water Supply Commission	5
Saanich Peninsula Wastewater Commission	3
Saanich Peninsula Water Commission	3
Salt Spring Island Local Community Commission	1,4
Salt Spring Island Electoral Area Emergency Program Advisory Commission	4

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**Footnotes:**

1. *Within Director's core responsibilities*
2. *Eligible for additional Standing Committee payment, if Director already sits on two (2) Standing Committees*
3. *Eligible for per meeting payment*
4. *Not eligible for payment: Commission/Board falls within the responsibilities of an Electoral Area Director*
5. *Not eligible for payment: Commission/Board already makes a payment for attendance*
6. *Not eligible for payment: Commission/Board ineligible by Act, Regulation, Bylaw or other*
7. *Not eligible for payment: Sub-Committee to a Standing Committee or other*

<b>Director Appointments to Local &amp; Subregional Commissions (con't)</b>	<b>See Footnote</b>
Saturna Island Parks and Recreation Commission	4
Shirley Fire Protection and Emergency Response Service Commission	4
Shirley/Jordan River Advisory Planning Commission	4
Skana Water Service Committee	4
Sooke and Electoral Area Parks and Recreation Commission	3, 4
Southern Gulf Islands Community Economic Sustainability Commission	4
Southern Gulf Islands Electoral Area Emergency Advisory Commission	4
Southern Gulf Islands Harbours Commission	4
Southern Gulf Islands Public Library Commission	4
SSI - Beddis Water Service Commission	4
SSI - Cedar Lane Water Service Commission	4
SSI - Cedars of Tuam Water Service Commission	4
SSI - Fernwood Water Local Service Commission	4
SSI - Fulford Water Service Commission	4
SSI - Ganges Sewer Local Services Commission	4
SSI - Highland Water and Sewer Services Commission	4
Sticks Allison Water Local Service Committee	4
Surfside Park Estates Water Service Committee	4
Traffic Safety Commission	3
Victoria Family Court and Youth Justice Committee	3
Water Advisory Committee	6
Wilderness Mountain Water Service Commission	4
Willis Point Fire Protection and Recreation Facilities Commission	4

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**Footnotes:**

1. *Within Director's core responsibilities*
2. *Eligible for additional Standing Committee payment, if Director already sits on two (2) Standing Committees*
3. *Eligible for per meeting payment*
4. *Not eligible for payment: Commission/Board falls within the responsibilities of an Electoral Area Director*
5. *Not eligible for payment: Commission/Board already makes a payment for attendance*
6. *Not eligible for payment: Commission/Board ineligible by Act, Regulation, Bylaw or other*
7. *Not eligible for payment: Sub-Committee to a Standing Committee or other*

<b>Regional Board Appointments to External Boards</b>	<b>See Footnote</b>
Capital Regional Emergency Services Telecommunications	5
Greater Victoria Coalition to End Homelessness Society	6
Greater Victoria Harbour Authority Board	5
Greater Victoria Labour Relations Board	3
Gulf Islands National Park Reserve Advisory Board	4
Island Corridor Foundation Board	5
Municipal Finance Authority	5
Pender Islands' Fire Protection Society	4
Regional Representative to the Treaty Table	3
Royal and McPherson Theatres Society Advisory Committee	7
Royal and McPherson Theatres Society Board	3
Salt Spring Island Ferry Advisory Committee	4
Sooke Historical Society	4
Southern Gulf Islands Ferry Advisory Committees	4
Vancouver Island Regional Library	4

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**Footnotes:**

1. *Within Director's core responsibilities*
2. *Eligible for additional Standing Committee payment, if Director already sits on two (2) Standing Committees*
3. *Eligible for per meeting payment*
4. *Not eligible for payment: Commission/Board falls within the responsibilities of an Electoral Area Director*
5. *Not eligible for payment: Commission/Board already makes a payment for attendance*
6. *Not eligible for payment: Commission/Board ineligible by Act, Regulation, Bylaw or other*
7. *Not eligible for payment: Sub-Committee to a Standing Committee or other*

## SCHEDULE 3

## CRD BOARD REMUNERATION AND TRAVEL EXPENSE POLICY

**CRD Board Remuneration Philosophy**

*(Effective January 1, 2016)*

- a base Director annual stipend as the average paid to CRD member councillors, which recognizes attendance at all Board meetings and Committee of the Whole meetings plus two Standing Committee commitments; and
- an additional annual stipend to Electoral Area Directors which recognizes all additional Electoral Area work including Electoral Area Commission commitments; and
- an additional annual stipend to the CRD Board Chair consistent with payments made by other Regional Districts, which recognizes all Board Chair responsibilities including all ex-officio responsibilities on Standing Committees; and
- additional annual stipends to recognize the additional commitments of the: CRD Board Vice-Chair; Capital Region Hospital District Chair; Standing Committee Chairs; CRD Directors appointed as a Commission Chair, when such Commission Chair appointment is made directly by the CRD Board Chair *[amended effective January 1, 2017]*; and CRD Directors who are involved on more than two Standing Committees; and
- per meeting payments to CRD Directors appointed to local and sub-regional Commissions and external boards (except where remuneration is already paid and/or not eligible); and
- per meeting payments to Alternate Directors consistent with payments made by other Regional Districts; and
- that the annual cost of living adjustment based on the Victoria Consumer Price Index continue to be applied, and that a regular review be undertaken every three (3) to five (5) years to ensure remuneration remains comparable.

4. **REPORTS OF COMMITTEES**2972 **Electoral Area Services - July 9, 2003**✓1. **A Bylaw to Amend Building Regulation Bylaw No. 4, 2002 (Bylaw 2990)**

MOVED by Director Lund, SECONDED by Director Holman, that the Capital Regional District Board amend Appendix N of Building Bylaw No. 2990 so that the words "or sheds less than 25 square metres" are added after the word "sundecks".

**CARRIED**2973 **Finance, Corporate and Intergovernmental - June 25, 2003**✓1. **Remuneration for Regional Water Supply Commissioners**

MOVED by Director Leonard, SECONDED by Director Amos, that the resolution that Regional Water Supply Commissioners be compensated at the CRD Alternate Director rate per meeting (currently \$77/meeting) be approved and that it be clarified that the money for this remuneration will be coming out of the budget for water, collected through utilities.

During discussion the following points were made:

- those Commissioners who are most in need of remuneration are those who are not on the CRD Board;
- there needs to be a balance here but there are many committees which Directors sit on which require a lot of extra work;
- consideration needs to be given to whether a precedent is being set for other committees and what the budget implications are;

Ms. Lokken advised that there are approximately 60 committees and commissions in total that do work for the CRD. However this is the only group where the municipalities are required to have public consultation, as part of the appointment process followed by municipal councils in making their appointments. With Juan de Fuca Land Use Committees "A" and "B" there is also separate legislation that dictates the membership. These are the only two circumstances where there is separate legislation that dictates the membership and distinguishes them from other CRD committees and commissions.

- the question arises as to whether work on the Water Commission is deemed to be part of a CRD Director's work where that person serves in both capacities; serving on the Water Commission is demanding and requires time away from paid work.

The motion was then put,

**CARRIED**

Excerpt from the Water Supply and Sooke Hills Protection Regulation

**Establishment of a regional water supply commission**

- 3 (1) A bylaw establishing a standing committee of the regional district board known as the regional water supply commission must be adopted by the regional district board by September 30, 1997.
- (2) The members of the water supply commission are as follows:
- (a) any members of the council of each municipality within the participating are appointed by the council and equivalent in number to those the municipality has on the regional district board;
  - (b) the director for the Juan de Fuca Electoral Area.
- (3) Prior to appointing members to the water supply commission, a municipal council must provide an opportunity for the public to advise the council on appointments to the water supply commission by
- (a) holding a public meeting to discuss the appointments,
  - (b) scheduling a portion of a regular council meeting to discuss the appointments, or
  - (c) otherwise offering the public a reasonable opportunity to advise council on the appointments.
- (4) Section 783 of the Municipal Act governs the number of votes that each member of the water supply commission may cast on resolutions before that commission.
- (5) A quorum of the water supply commission is a majority of its members.
- (6) If a position on the water supply commission becomes vacant, the vacancy must be filled
- (a) in the case where the incumbent was the director for the Juan de Fuca Electoral Area, at the next election for such director, and
  - (b) in the case of an appointee of a municipal council, by the municipal council making a new appointment within 30 days of the vacancy arising.
- (7) Alternate members of the water supply commission may be appointed to act in the absence of members and sections 786 and 787 of the Municipal Act apply to these directors and their appointment.
- (8) The term for members on the water supply commission ends immediately before the first Monday following December 1 in the year of the general local elections.

[am. B.C. Reg. 469/99.]

**Procedures of the regional water supply commission**

- 4 (1) The water supply commission must review any matter, relating to the regional water supply service, initiated by the water supply commission or referred to it by the regional board, a participating municipal council, the Saanich Peninsula Water Commission, the water distribution commission, or a participating electoral area director.

- (2) The water supply commission must consider any matter referred to it under subsection (1) within a reasonable period of time.

**Establishment of the Juan de Fuca water distribution commission**

- 6 (1) A bylaw establishing a standing committee of the regional board known as the Juan de Fuca water distribution commission must be adopted by the regional district board by September 30, 1997.
- (2) The water distribution commission is a standing committee under Part 24 of the Municipal Act.
- (3) The water distribution commission includes council members, as specified in this section, from each of the following participating areas:
  - (a) the City of Colwood;
  - (b) the District of Langford;
  - (c) the Town of View Royal;
  - (d) the District of Metchosin;
  - (e) the District of Sooke;
  - (f) the Juan de Fuca Electoral Area.
- (4) The number of members of the water distribution commission that a council of a participating area may appoint is equal to the number of council members that municipality has on the regional district board.
- (5) The director for the Juan de Fuca Electoral Area is a member of the water distribution commission.
- (6) Section 783 of the Municipal Act governs the number of votes that each member of the water distribution commission may cast on resolutions before that commission.
- (7) Prior to appointing a member to the water distribution commission, a municipal council must provide an opportunity for the public to advise council on appointments to the water distribution commission as described in section 3 (3).
- (8) A quorum of the water distribution commission is a majority of its members.
- (9) If a position on the water distribution commission becomes vacant, the vacancy must be filled
  - (a) in the case where the incumbent was the director for the Juan de Fuca Electoral Area, at the next election for such director, and
  - (b) in the case an appointee of a municipal council, by the municipal council making a new appointment within 30 days of the vacancy arising.
- (10) Alternate members on the water distribution commission maybe appointed to act in the absence of the member and these alternate members must be appointed in the same manner as alternate municipal or electoral area directors are appointed under sections 786 and 787 of the Municipal Act.
- (11) The term for members on the water distribution commission ends immediately before the first Monday following December 1 in the year of the general local elections.



Making a difference...together

## REPORT TO CAPITAL REGIONAL DISTRICT BOARD MEETING OF WEDNESDAY, FEBRUARY 12, 2025

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**SUBJECT**     **Canada Housing Infrastructure Fund**

### **ISSUE SUMMARY**

This report summarizes the Canada Housing Infrastructure Fund (CHIF) and potential impacts to the Capital Regional District (CRD) and municipalities in the Region.

### **BACKGROUND**

In April 2024, Canada announced an investment of \$6 billion into the new CHIF. The purpose of this fund is to accelerate the construction and upgrading of critical housing infrastructure, with the stated goal of constructing more homes. The program is being administered by Housing, Infrastructure and Communities Canada (HICC). Funding is split into two streams:

#### 1. Direct Delivery Stream

- \$1 billion funding over eight years, with \$100 million for indigenous applicants
- Direct funding from Canada for eligible projects
- Applications open November 7, 2024, closing March 31, 2025

The Program Guide and Frequently Asked Questions are included in Appendix A and B.

#### 2. Provincial and Territorial Agreement Stream

- \$5 billion over ten years, with \$591 million designated for British Columbia (BC)
- Provinces will administer and deliver the funding based on bilateral agreements
- Provinces are required to contribute at least 33% of the total eligible project costs
- Out of the \$591 million allocated for BC, a minimum of \$118 million (20%) must be directed towards northern, rural or indigenous applicants

At this point, only preliminary information on the Provincial and Territorial Agreement (PTA) Stream has been shared. It is understood this stream will have similar eligibility in projects and expenses as the direct delivery stream. HICC also indicated the PTA stream will be subject to the housing conditions detailed later in this report.

### **Eligible Applicants**

Municipal and regional governments can apply. Additionally, public sector bodies, incorporated not-for-profits and Indigenous applicants are eligible. For-profit organizations can also apply if partnered with a public sector or Indigenous applicant. Multiple applications from the same applicant are permitted.

### **Eligible Projects**

To be eligible for CHIF funding, proposed projects must enable an increase in housing supply. Applicants must demonstrate a housing need or anticipate growth in the community where the

project is to be implemented. Furthermore, eligible projects must support the enhancement of local government infrastructure capacity. There are two main categories of projects under CHIF;

1. Capital Infrastructure Projects

New construction, rehabilitation or expansion projects that result in tangible infrastructure, including hybrid and natural infrastructure for the following systems:

- Drinking Water Systems - Water treatment, storage, pump station, transmission pipes, natural infrastructure
- Wastewater Systems - Storage and treatment facilities, lagoon systems, pump /lift stations, sewer pipes and mains, combined sewer pipes, natural infrastructure
- Stormwater Systems - Pump stations, management facilities, pipes
- Solid Waste Management Systems - Landfills, organic waste processing, waste sorting, thermal treatment, natural infrastructure

Examples of natural infrastructure include stormwater retention ponds, vegetated swales, urban parks and wetlands that manage stormwater and improve water quality.

2. Planning Projects

Studies, plans or design work to support a future capital project that qualifies as an eligible capital infrastructure project. Immediate impact projects are included under the direct delivery stream. Planning-only projects can apply to the PTA Stream.

**Cost Sharing**

Eligible project costs must range from \$1M to \$100M, with exceptions considered individually for larger projects. Municipalities and regional governments with populations over 30,000 can receive up to 40% cost-sharing from CHIF. Those with populations under 30,000 are eligible for up to 50% cost-sharing. CHIF allows up to 100% contribution stacking of all government programs, but other programs may have lower limits, and the lowest limit applies.

**Eligible and Ineligible Expenses**

Project costs become eligible for reimbursement after approval by HICC. Most costs associated with an eligible project can be reimbursed, including capital expenditures, construction-related expenses such as design and planning and consulting fees. Costs related to Environmental Assessment and Indigenous Consultation may be retroactively eligible up to two years before project approval, but not earlier than September 10, 2024.

Land acquisition is an eligible expense only if it is a necessary part of the project aimed at natural infrastructure and not the sole component. The land must remain protected for 40 years after the project's substantial completion.

Ineligible expenses include:

- Costs incurred before approval
- Costs for cancelled projects
- Employee and overhead costs (with limited exceptions)
- Financing costs

- Rebated taxes
- Furnishing costs
- Capital costs lacking environmental assessments or unmet consultation obligations
- Costs after September 30, 2031

## Housing Conditions

CHIF outlines two main housing conditions for both the direct delivery stream and the provincial and territorial agreement stream that must be met or committed to before applying;

### 1. Zoning for four (4) units as-of-right (4AOR)

Municipalities with populations over 30,000 must have either implemented or be in the process of implementing zoning for 4AOR by spring 2025. Projects will only receive funding once the applicable zoning is established. HICC may consider limited exceptions. Municipalities with populations under 30,000 are not required to implement 4AOR but are encouraged to do so. BC applicants adhering to the Provincial Housing Statutes (Residential Development) Amendment Act are considered in compliance with this requirement.

### 2. Development Costs Charge Freeze

Municipalities and regional governments with populations of 300,000 or more must freeze development cost charges (DCC) at rates effective on or before April 2, 2024. This freeze lasts from April 2, 2024 to April 2, 2027 and includes all levies related to new construction infrastructure or amenities. No alternative charges can be imposed to offset the freeze.

Municipalities with fewer than 300,000 residents in regions of 300,000 or more must follow the regional freeze but are not required to freeze local DCCs. **If a required region doesn't implement the freeze, its municipalities cannot apply for funding under the direct delivery stream.** There are five local governments in BC that fall into this category: CRD, Metro Vancouver Regional District, Fraser Valley Regional District, City of Vancouver and City of Surrey (noting that Vancouver and Surrey have populations greater than 300,000 and therefore must also freeze the municipal DCCs).

The province has indicated that they have lobbied HICC to ensure that regional districts are not obligated to freeze their own DCCs in order for member municipalities to be eligible to apply to the PTA stream. The result of these negotiations remains uncertain at this time.

## ALTERNATIVES

### *Alternative 1*

That the Capital Regional District Board direct staff to implement a Development Cost Charge rate freeze for Capital Regional District services from April 4, 2024 until April 4, 2027 to allow member municipalities to pursue funding opportunities under the Canadian Housing Infrastructure Fund.

### *Alternative 2*

That staff be directed to continue planned Development Cost Charge rates changes for Capital Regional District services.

## **IMPLICATIONS**

### *Intergovernmental Implications*

There are no municipalities in the CRD with a population over 300,000. As such municipalities are not required to freeze their development charges to apply for funding. However, as a region population exceeds 300,000. As a result, the CRD must freeze any increase to its DCC rates for CRD services to allow member municipalities to apply for CHIF funding.

### *Financial Implications*

CHIF requires the CRD to freeze DCC rates and not increase the rates as of April 4, 2024 until April 4, 2027 in order to be eligible for funding. CRD has two existing DCC programs and one new program under development.

### **Current CRD Development Cost Charge Programs**

- Juan de Fuca Water Distribution Service  
The Juan de Fuca Water Distribution DCC program was last updated in 2018. The proposed 2025 rates have decreased due to a significant increase in projected population growth and the number of housing units over the 20-year program duration. The freeze on DCC rate increases will not affect this program.
- Saanich Peninsula Water and Wastewater Services  
The Saanich Peninsula Water and Wastewater DCC programs are scheduled for a review in the coming years for potential updates, however those changes would likely not be ready for implementation until after April 2027. At this time there is no expected financial impact related to freezing DCC rate increases.

### **Proposed CRD Development Cost Charge Program under Development**

- Regional Water Supply Service  
The CRD is progressing towards the implementation of a new DCC program for Regional Water Supply. Preliminary estimates indicate total recoverable costs will be approximately \$500 million over the next 30 years.

Regardless of the freeze, staff intend to move forward with development of the new DCC program in 2025. If approved by the Regional Water Supply Commission, the new bylaw is anticipated to be adopted by the fourth quarter of 2025, subject to the approval of the DCC Bylaw by the Inspector of Municipalities and its adoption by the Board in the third quarter of 2025. Due to a provincially mandated 12-month instream project protection period for DCC collection following adoption of the bylaw, full scale DCC collection would not be realised until the fourth quarter of 2026. Including the addition of a grace period until April 2027 will be necessary if DCC rates are frozen. At this point, a freeze is expected to have minimal impact on the current 30-year forecast. However, without a DCC program and bylaw, the existing users of the service will continue to be burdened with the infrastructure costs related to growth and as growth occurs, remaining system capacity will be depleted.

*Service Delivery Implications*

The CHIF can contribute over \$100M, greatly enhancing vital services. Water and wastewater projects require large capital investments, and CHIF funding can help reduce long-term borrowing and fees for ratepayers.

Freezing the DCC rates would have little short-term impact on water and wastewater service delivery.

*Environmental Implications*

Eligible projects must report on greenhouse gas mitigation. Projects that meet low-carbon material thresholds must use low-carbon concrete. Some applicants may need an environmental assessment to meet federal requirements.

All projects must meet climate resilience standards, including a Climate Hazard Identification and Hazard Treatment Attestation. Successful applicants must also complete hazard treatment reporting.

*First Nations Implications*

The HICC application process includes a questionnaire to determine if Indigenous consultation is required by the program and HICC will notify applicants if required. Construction and funding are on hold until consultation requirements are fulfilled.

Although DCC Bylaws do not apply on First Nations Reserves, through consultation with First Nations, the CRD is obtaining additional information to inform the development of the CRD Regional Water Supply DCC program and future DCC program updates.

**CONCLUSION**

The CHIF is a \$6 billion program intended to support the planning, construction and upgrading of critical housing infrastructure with the intended goal of increasing the supply of housing and densifying existing communities.

To receive funding, applicants must comply with program requirements. For the CRD and member municipalities, this includes the regional district freezing DCC rate increases. The regional freeze will enable municipal applications to advance while having a minimal impact to CRD services.

**RECOMMENDATION**

That the Capital Regional District Board direct staff to implement a Development Cost Charge rate freeze for Capital Regional District services from April 4, 2024 until April 4, 2027 to allow member municipalities to pursue funding opportunities under the Canadian Housing Infrastructure Fund.

Submitted by:	Varinia Somosan, CPA, CGA, Sr. Mgr., Financial Services / Deputy CFO
Concurrence:	Nelson Chan, MBA, FCPA, FCMA, Chief Financial Officer, GM Finance & IT
Concurrence:	Alicia Fraser, P. Eng., General Manager, Integrated Water Services
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer

**ATTACHMENTS**

- Appendix A: Canada Housing Infrastructure Fund – Before you Apply (Applicant guide for the direct delivery stream – Fall 2024 intake)
- Appendix B: Canadian Housing Infrastructure Fund – Direct Delivery Steam Frequently Asked Questions



# Canada Housing Infrastructure Fund

**Before You Apply - Guide for Indigenous Applicants**

Direct delivery stream

Fall 2024 intake

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Aussi disponible en français sous le titre : *Fonds canadien pour les infrastructures liées au logement – Avant de présenter une demande – Guide pour les demandeurs autochtones*

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Version 1.1 – New in this version (December 2024)
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The following sections have been added or updated in this version:
--------------------------------------------------------------------

- |                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>- Section 2.2 has been updated to clarify eligible projects under solid waste management systems.</li><li>- Section 4.1 has been updated to include information about the Canada Infrastructure Bank.</li></ul> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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## -Preamble -

The Canada Housing Infrastructure Fund (CHIF) direct delivery stream provides funding to invest in drinking water, wastewater, stormwater and solid waste infrastructure that are needed to provide reliable essential services and support increased housing supply.

The purpose of this Guide is to provide information on the CHIF direct delivery stream and explain the program features that are available to support Indigenous applicants, including First Nations, Inuit and Métis. This guide can help potential applicants decide if their project is a good fit for the direct delivery stream before proceeding with a full application.

In recognition of the unique infrastructure and housing needs that are present in Indigenous communities and guided by feedback and recommendations provided by Indigenous partners, CHIF strives to improve accessibility for Indigenous applicants by offering several customized program features.

This Guide will explain the program features available to Indigenous applicants for projects under the CHIF direct delivery stream, including but not limited to:

- a minimum of 10% of the direct delivery stream funding envelope designated for Indigenous recipients;
- an expanded list of eligible project objectives, including projects that aim to preserve existing capacity, or increase reliability and access to drinking water, wastewater, stormwater, or solid waste infrastructure to improve services for current and/or future populations;
- adapted eligibility requirements to reduce barriers to accessing funding (for example, housing conditions do not apply to Indigenous-led projects);
- an adapted list of eligible assets (including decentralized water and wastewater systems);
- no minimum project cost;
- potential to access advance payments, non-competitive contracts, or own force labour upon prior approval from HICC; and
- expanded eligible costs with up to 100% in program cost share.

HICC is committed to working collaboratively with Indigenous partners to help advance infrastructure priorities in their communities.

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## Who is this Guide intended for?

The purpose of this *Before you Apply – Guide for Indigenous Applicants* is to provide information on the Canada Housing Infrastructure Fund (CHIF) direct delivery stream and its Indigenous-specific features. This Guide can help potential Indigenous applicants better understand the program parameters that apply to them and to decide if their projects are a good fit for the direct delivery stream before preparing an application.

This Guide is intended for eligible Indigenous applicants as described in [section 2.0](#).

CHIF has a general **Applicant Guide** for projects that are not led by Indigenous applicants. Municipalities, regional governments, or other eligible organizations should refer to the general [Applicant Guide](#).

## 1.0 About the Canada Housing Infrastructure Fund

### 1.1 Purpose of the Canada Housing Infrastructure Fund

Announced in Budget 2024, CHIF is a \$6 billion fund that aims to accelerate new construction, rehabilitation and expansion of housing-enabling drinking water, wastewater, stormwater, and solid waste infrastructure, directly supporting the creation of new housing supply and improved densification.

Under the CHIF direct delivery stream, eligibility requirements and project objectives have been adjusted for Indigenous applicants to reflect the unique infrastructure and housing needs and realities in Indigenous communities.

Applicants who have a need to build more housing in their community are encouraged to submit projects that increase infrastructure capacity to directly enable increased housing supply. However, eligible projects for Indigenous applicants could also preserve existing capacity, or increase reliability and access to drinking water, wastewater, stormwater, solid waste infrastructure to improve the level of service for current and/or future populations.

For example, eligible projects for Indigenous applicants could include projects that aim to increase access to safe solid waste disposal; resolve or reduce drinking water advisories; increase the level of wastewater treatment; develop stormwater management systems; or provide other capital investments to ensure an adequate level of infrastructure service available to current and/or future community residents.

### 1.2 CHIF funding streams

CHIF is delivered through two funding streams:

- **Direct delivery stream:** \$1 billion over eight years to be delivered by Housing, Infrastructure and Communities Canada (HICC). Funding is available directly to eligible applicants, including Indigenous applicants such as First Nations, Inuit and Métis communities, to address pressing infrastructure needs.
  - A minimum of 10% of funding is designated to support Indigenous-led projects under the direct delivery stream.
  - There are tailored eligibility requirements and features available to Indigenous applicants (see [textbox Program features for Indigenous applicants](#)).

- **Provincial and territorial agreement stream:** \$5 billion over 10 years to be delivered by the provinces and territories to support long-term priorities.
  - To ensure funding reaches communities of all sizes, provinces must dedicate a minimum of 20% of their CHIF provincial agreement funding envelope to rural, northern and Indigenous communities. For more information, visit the CHIF webpage section [CHIF in the provinces and territories](#).

This Guide is intended to support Indigenous applicants under the **CHIF direct delivery stream**.

### Applying to the direct delivery stream versus the provincial and territorial agreement stream

Indigenous applicants are eligible to apply under either the CHIF direct delivery stream or the provincial and territorial agreement stream. The following considerations may help applicants determine which stream suits their projects better:

#### Direct delivery stream:

- Indigenous applicants seeking to work directly with HICC;
- Organizations that have pressing infrastructure or housing needs and are ready to apply (see [CHIF Webpage](#) for most up to date information on program intake dates);
- Projects that can be substantially completed by September 2031.

#### Provincial and territorial agreement stream:

- Indigenous applicants who wish to work directly with their province or territory;
- Projects that exceed \$100M in total eligible costs are encouraged to apply through the provincial and territorial agreement stream;
- Projects that can be substantially completed by September 2033.

Note: While applicants are eligible to apply for funding under either stream, they cannot receive funding under both streams for the same project (see information on stacking limits in the [Project finances](#) section of this Guide).

## 1.3 How does the CHIF Direct Delivery Stream Work?

The CHIF direct delivery stream provides **merit-based contribution funding**. The selection of projects is based on eligibility criteria and the achievement of a minimum merit score, as well as availability of funding (see sections 2 and 3 of this Guide for more details on [eligibility](#) and [merit criteria](#)).

CHIF uses a **continuous intake**, whereby project applications may be submitted at any time while the intake remains open. Project applications received before the final closing date may be reviewed and approved during the application intake period; therefore, applicants who have a high level of project readiness are encouraged to apply early. Please consult the [CHIF Webpage](#) for program updates and intake information.



## Program features for Indigenous applicants

- Eligibility of pressing infrastructure projects that support a community's existing population;
- No minimum project cost required;
- Up to 100% cost sharing of total eligible costs;
- Eligibility of certain legal costs;
- Consideration for advanced payments (requires prior approval from HICC); and
- A minimum of 10% of the CHIF direct delivery stream funding envelope reserved for Indigenous-led projects.

## 2.0 Eligibility requirements under the direct delivery stream

This section provides an overview of eligibility requirements under the CHIF direct delivery stream for Indigenous applicants. Before applying, please read this section carefully and ensure that the applicant and project meet all the required criteria to be eligible under the program.

### 2.1 Who can apply to the direct delivery stream?

The following Indigenous applicants are eligible under the CHIF direct delivery stream:

- An **Indigenous governing body\***, including, but not limited to:
  - a **band council** within the meaning of Section 2 of the *Indian Act*;
  - a **First Nation, Inuit or Métis government or authority** established pursuant to a self-government agreement or a comprehensive Land Claim Agreement between His Majesty the King in Right of Canada and an Indigenous people of Canada, that has been approved, given effect and declared valid by federal legislation;
  - a **First Nation, Inuit or Métis government** established by or under legislation—whether federal, provincial or territorial—and incorporates a governance structure;
- A **not-for-profit organization** whose central mandate is to improve Indigenous outcomes;
- An **Indigenous development corporation\*\***.

\* “Indigenous governing body” means a council, government or other entity that is authorized to act on behalf of an Indigenous group, community or people that holds rights recognized and affirmed by section 35 of the *Constitution Act, 1982*. “Indigenous peoples of Canada” has the meaning assigned by the definition Aboriginal peoples of Canada in subsection 35(2) of the *Constitution Act, 1982*.

\*\* Indigenous development corporations are normally set up by an Indigenous community, organization or government. These corporations constitute the business or economic arm of Indigenous communities and governments and typically count the members of the community as their shareholders. Their primary role is to develop the economic activity of the Indigenous community that established them. Indigenous development corporations generally fall under two categories: for-profit and not-for profit. The for-profit corporation, however, is unique in that profits are then re-invested in the community.



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Other applicants, such as municipal or regional governments, are also eligible for funding under the CHIF direct delivery stream (for more information, please see the list of eligible applicants in the general [Applicant Guide](#)).

When submitting a project for funding via the HICC Funding Portal, it is important to note that the person registering for the account becomes the **primary contact**. This person - and the person submitting the application - **must** be employees or officers of the applicant Indigenous governing body, who are duly authorized to:

- Complete the attestation contained in the application form; and
- Verify that the application is complete, accurate, true, and reliable, and that it complies with the CHIF criteria.

A **secondary contact** may be a third party engaged to support in the completion of the application. This person must be given permission from the primary contact to be able to fill an application in the Funding Portal. For more information on account management please consult '[Managing permissions – Account Administrator](#)'.

### Partnerships

In situations where multiple eligible recipients are working together, one lead applicant must be identified. The lead applicant will enter into the funding agreement with HICC and will be responsible for implementation of the project.

For projects involving a partnership with an Indigenous community or organization, the project is considered Indigenous-led if the lead applicant is an Indigenous governing body, not-for-profit organization whose central mandate is to improve Indigenous outcomes, or an Indigenous development corporation.

**Note:** Only projects led by an Indigenous applicant are eligible for the Indigenous-specific program parameters outlined in this Guide.

## 2.2 What types of projects are eligible for funding?

Eligible infrastructure projects must meet all applicable program requirements and support CHIF's objectives and expected outcomes.

Under the CHIF direct delivery stream, project eligibility and objectives have been adjusted for Indigenous applicants to reflect the unique infrastructure and housing needs and realities in Indigenous communities. Funding is available for Indigenous-led projects that meet one of the following objectives:

- The applicant demonstrates a **housing need**, and the project aims to increase capacity of drinking water, wastewater, stormwater or solid waste infrastructure, to enable increased housing supply,

**and/or**

- The applicant demonstrates an **infrastructure need** to service current housing stock and support the community's existing population. In this case, the project may aim to preserve existing capacity, or increase reliability and access to drinking water, wastewater, stormwater, or solid waste infrastructure to improve the level of services for current and/or future populations.

Given the role that drinking water, wastewater, stormwater and solid waste infrastructure play in supporting housing, applicants who have both a housing need and an infrastructure need are encouraged to demonstrate how the project will address both needs.

### Overview of eligible projects for Indigenous applicants

Types of Eligible Projects	Eligibility Step 1: Applicant demonstrates need	Eligibility Step 2: Applicant demonstrates how the project will address the need
<b>Applicant demonstrates a housing need</b>	Applicant demonstrates that there is a housing need, or that growth is expected in the community where the project will take place.	Applicant must demonstrate that the project aims to increase the capacity of drinking water, wastewater, stormwater, or solid waste infrastructure to enable increased housing supply.
<b>Applicant demonstrates a need to improve levels of infrastructure service for current and/or future populations</b>	Applicant demonstrates that there is an infrastructure need related to providing adequate drinking water, wastewater, stormwater, or solid waste infrastructure services to support current and/or future populations.	Applicant must demonstrate that the project will preserve existing capacity, or increase reliability and access to drinking water, wastewater, stormwater, or solid waste infrastructure to improve the level of services for current and/or future populations.

Both **capital and planning projects**<sup>1</sup> are eligible under CHIF.

- **Capital infrastructure projects** include new construction, rehabilitation, retrofit, upgrade or expansion projects that result in tangible infrastructure, including hybrid and natural infrastructure.
- **Planning projects** primarily consist of studies, plans or design work. For a planning project to be eligible for funding, it must support a future capital project that would be considered eligible under CHIF and align with program objectives. Indigenous applicants interested in submitting a planning project should contact the CHIF team at [chif-fcil@infcc.gc.ca](mailto:chif-fcil@infcc.gc.ca) before submitting an application.

### Examples of eligible projects

This list provides **examples of eligible assets and projects**:

- **Drinking water systems**, including drinking water treatment facilities, storage assets, pump stations, local piped distribution systems, transmission mains, utilidors, cisterns, water trucks, service connections, and natural infrastructure.
  - **Examples:**
    - A project that increases the capacity of a water treatment plant to accommodate existing population or future growth.

<sup>1</sup> Capital infrastructure projects may include planning components, however “stand-alone” planning projects cannot include capital components.



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- Constructing a new water treatment plant in a community to ensure clean, safe and reliable drinking water.
  - Expansion of water pipes to connect housing units to a drinking water source.
  - Rehabilitation or upgrades to resolve or reduce drinking water advisories or other public-health risks.
  - A project that reduces water losses (e.g., leakage) in a drinking water network through the replacement of ageing, leaking or otherwise inefficient pipes.
- **Wastewater systems**, including wastewater storage and treatment facilities, lagoon systems, pumping or lift stations, sanitary force mains and sewer pipes, combined sewer pipes, septic pumping trucks, utilidors (e.g., above-ground insulated conduits), and natural infrastructure.
    - Examples:
      - A project that expands the capacity of a sanitary sewer system by expanding its wastewater treatment plant or sewage lagoons—or by adding linear infrastructure in the form of sewer pipes—to accommodate the existing population or future growth.
      - Building a wastewater treatment plant to support a new housing development.
      - Upgrading existing infrastructure systems to ensure regulatory compliance or to increase the level of wastewater treatment.
      - Development of a utilidor for sewer mains needed to remove wastewater from new or underserved housing in areas with permafrost.
      - Rehabilitation or upgrades to address inadequate infrastructure and to mitigate environmental and public health risks.
  - **Stormwater systems**, including stormwater drainage pump stations, management facilities, pipes and natural infrastructure.
    - Examples:
      - A project that increases linear stormwater capacity (e.g., sewer separation, culverts, ditching and natural infrastructure) that would result in less stormwater entering the wastewater network.
      - A project that increases non-linear stormwater capacity, such as the use of dry ponds, or naturalized stormwater ponds in proximity of housing. This would result in less stormwater entering the wastewater network, extending the system’s capacity to support existing housing and accommodate community growth.
  - **Solid waste management systems**, including landfills, organic waste processing, waste sorting, waste transfer vehicles, thermal treatment, and landfill decontamination, decommissioning, and rehabilitation.
    - Examples:
      - Construction of waste processing and sorting systems to ensure community members have access to safe solid waste disposal.
      - A project that diverts construction and demolition waste from a community’s landfill.
      - Development of a regional landfill and the local transfer stations required to move waste from smaller communities to a centralized location.
      - Removal or relocation of derelict waste to increase the landfill capacity and improve safety.



- A waste diversion project that diverts organic waste (e.g., food or yard waste) away from a landfill. This would increase the lifespan of the landfill to process waste from the growing communities it services.

## 2.3 Eligibility checklist

Before starting an application, applicants should ensure that they have the authority to create an application on behalf of their organization. Applicants should also confirm that their project meets **each** of the **minimum eligibility** requirements listed below<sup>2</sup>.

- The applicant is an eligible recipient for CHIF;
- The applicant owns or will own the asset or assets, **or** the applicant has or will have secured all necessary rights and interest in the asset or assets;
- The project is for **planning, new construction, rehabilitation** or **expansion** of drinking water, wastewater, stormwater or solid waste infrastructure that is primarily for public use or benefit;
- The project will increase system capacity or efficiency to enable increased housing supply, and/or improve water, wastewater, storm water or solid waste infrastructure services for current and/or future populations;
- The total eligible cost for the project is less than \$100 million\*;
- All requested eligible costs and expenditures will be in accordance with CHIF program guidance and are direct and necessary for the successful implementation of an eligible project (see [Project Finances](#) in section 4 of this Guide for an explanation of eligible and ineligible costs); and,
- The project will be substantially completed (see [Glossary](#) for definition) no later than September 30, 2031.

\* Projects above \$100M in total eligible costs will be considered on a case-by-case basis. Please contact the CHIF team at [chif-fcil@infc.gc.ca](mailto:chif-fcil@infc.gc.ca) to discuss your project before submitting an application above \$100M in total eligible costs.

Projects not meeting the above criteria will be deemed **ineligible**.

### Need more help determining if your project is eligible?

If, after consulting this Guide, you are still unsure if your proposed project is eligible under the CHIF direct delivery stream, please send an email to the CHIF team at [chif-fcil@infc.gc.ca](mailto:chif-fcil@infc.gc.ca) .

## 2.4 Federal requirements and reporting

In order to be considered eligible, and as a condition of funding, applicants must attest to their intention to meet applicable federal requirements for their projects. Measures taken to comply with requirements will be validated prior to signing an agreement with HICC or through project reporting (as applicable). The requirements that may apply to projects are outlined below. Additional information on these requirements is provided in the Application Form and the Step-by-Step Application Instructions, which are available via HICC's [Funding Portal](#).

<sup>2</sup> Please note that this is not a confirmation of eligibility and that HICC reserves the right to determine eligibility based on the information provided in the application form.

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## Greenhouse gas mitigation

CHIF's greenhouse gas (GHG) mitigation approach focuses on areas where the most significant GHG emissions reductions are possible by addressing operational emissions from wastewater treatment infrastructure; supporting solid waste projects with reduced methane emissions; supporting the use of low-carbon construction materials; and reporting on GHG emissions mitigation actions and reductions.

If project assets include mechanical wastewater treatment plants, applicable solid waste projects (including landfills, organic waste processing or thermal treatment) or anaerobic lagoons, the project may be subject to GHG mitigation reporting requirements.

## Climate resilience

Climate resilience requirements support federal commitments, including those in the [National Adaptation Strategy](#), to build climate-resilient communities by investing in low-carbon, resilient infrastructure and by reducing risks to the asset and community. Meeting resilience requirements is a two-phased process:

**Phase 1 - Climate Hazard Identification and Hazard Treatment Attestation:** Completed during the application process, this requires the identification of climate hazards that could have an impact on the asset (based on best available climate data, which can include Indigenous knowledge) and an attestation to commit to implementing climate adaptation measures, also referred to as treatment measures, to lessen the effects of the identified risks; and,

**Phase 2 - Hazard Treatment Reporting:** This requirement only applies to projects that receive funding and includes reporting details on treatment measures identified during project planning and design for implementation during construction. It also requires the identification of climate design data used to determine appropriate treatment and adaptation measures.

If climate hazards are identified as having the potential to have an impact on a project, applicants are required to attest that they will implement appropriate treatment measures to lessen the impact of these climate risks **and** use future climate design data (or the best available data) to inform their approach. Committing to these measures is a requirement for projects to be considered for funding.

### HICC's Climate Toolkit Helpdesk for infrastructure and housing projects

Applicants can access support and guidance on CHIF's climate requirements through the Climate Toolkit Helpdesk. The Climate Toolkit Helpdesk is a dedicated service where communities can access guidance, valuable resources, and information on sector best practices for incorporating low-carbon and climate resilience measures in infrastructure and housing projects. The Climate Toolkit Helpdesk will also provide applicants with clear and comprehensive responses to questions related to CHIF's climate requirements.

Contact the HICC Climate Toolkit Helpdesk by: i) webform: [HelpDesk](#); ii) email: [Climate-Infra-Climat@infrc.gc.ca](mailto:Climate-Infra-Climat@infrc.gc.ca); or iii) toll-free telephone: 1-833-834-0243.

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## Environmental assessment

Applicants may be required to complete a questionnaire at a later stage of project review to help HICC determine whether the project has federal environmental or impact assessment requirements under the [Impact Assessment Act](#) (IAA), modern treaties, or northern regulatory regimes. Under the IAA, designated projects may be subject to a federal impact assessment (Section 8) and projects on federal lands may be subject to an environmental effects determination (Section 82). HICC will inform funding recipients of any such requirements. **No construction can start, and no funding can flow, until environmental assessment requirements are met.**

The provinces and territories may also have environmental assessment requirements. More information is available on HICC's website: [Environmental Impact Assessment](#).

### Projects located on federal lands

HICC will review the applications of proposed projects located on federal lands (including First Nations reserve lands) to determine if Section 82 of the IAA applies and if an environmental effects determination is required. HICC will work with the funding recipients and other federal government departments to determine whether the project is likely to cause significant adverse environmental effects and to develop appropriate mitigation measures.

## Indigenous consultation

Applicants may be required to complete a questionnaire at a later stage of a proposed project's review to help HICC determine whether the project requires consultation with Indigenous peoples. The Government of Canada has a duty to consult and, where appropriate, accommodate Indigenous peoples when it contemplates a decision or activity that might have an adverse impact on Aboriginal or treaty rights. HICC will inform funding recipients of any such requirement. **No construction can start, and no funding can flow, until Indigenous consultation requirements are met.**

While the duty to consult rests with the Crown, HICC asks selected applicants to carry out certain procedural aspects of consultation, where appropriate. If the recipient cannot carry out consultation activities with other Indigenous communities, other options will be discussed after the project is approved for funding. More information is available on HICC's website: [Consultation with Indigenous Peoples](#).

### Engagement with Indigenous communities prior to applying

HICC encourages applicants to start a dialogue with all other Indigenous communities potentially impacted by the project as early as possible, ideally during project planning and before applying for funding. When a project triggers a duty to consult, early discussions may mitigate potential impacts to rights and streamline consultation requirements at later stages. This can help ensure timely project implementation, as HICC cannot process claims until consultation requirements have been met. Review the Project Activities List and Guidance for Engagement with Indigenous Peoples, which can be found in the Step-by-Step Application Instructions (available via the HICC Funding Portal) for examples of projects that may invoke a consultation requirement and other guidance.

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## Project reporting

Applicants may be required to complete a questionnaire at a later stage of project review to help HICC determine appropriate oversight and monitoring activities.

For successful projects, all funding recipients must report to HICC on the various commitments for data and information throughout the life of the project. The terms of reporting requirements will be set out in project funding agreements. These may include progress reports and a final report that include information on project status, updated financial and risk information and validation of results data.

## 3.0 How will my application be assessed?

Under the CHIF direct delivery stream, projects that meet all mandatory eligibility criteria will be further assessed and scored against merit criteria in the following areas:

- **Project rationale:** Applications that clearly demonstrate how the project aligns with CHIF program objectives and is the most appropriate solution to address the community's housing and infrastructure needs will receive a higher score.
- **Housing needs addressed:** Applications will be assessed against the following sub-criteria, in accordance with the type of eligible project submitted. Not all criteria may apply.
  - **Housing need:** the extent to which a project would support communities with a housing need. This may be demonstrated by the proportion of the community living in core housing need (lack of affordable, adequate and suitable housing supply), the availability of housing supply versus demand, and the number of additional housing units required to support near-term population growth.
  - **Number of housing units enabled:** the proportion of additional housing units enabled as part of the project. While not required for Indigenous-led projects to be eligible, projects that address a community's housing need by enabling increased housing supply may receive a higher score.
  - **Number of existing units benefitting from the project:** the proportion of existing housing units benefitting from improved infrastructure services as a result of the project.
- **Infrastructure needs addressed:** Applicants are expected to demonstrate that projects will address the community's infrastructure needs and provide infrastructure services to the community. Applications will be assessed against the following criteria:
- **Infrastructure access and capacity:** the extent to which access to, or capacity of, drinking water, wastewater, stormwater, or solid waste infrastructure is a barrier to supporting the existing community and/or enabling increased housing supply;
- **Improved levels of infrastructure services:** the extent to which a project improves levels of drinking water, wastewater, stormwater, and solid waste infrastructure services to support the current or future population;
  - **Infrastructure benefits:** the extent to which a project provides an improvement in drinking water, wastewater, stormwater, or solid waste infrastructure services. This includes improvements in the

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asset's physical condition, increase in the asset's useful life, and impacts on health and safety, such as increasing the level of wastewater treatment or resolving frequent or active drinking water advisories.

- **Benefits to environment and community:** Projects that support the advancement of federal priorities may receive a higher score. Assessors will consider benefits such as mitigation of GHG emissions, natural infrastructure integration, and addressing the needs of underserved and equity-deserving groups.

See the application form and Step-by-Step Application Instructions available through the HICC [Funding Portal](#) for detailed information and explanations to support applicants in completing each section of the application form, including considerations for Indigenous-led applications.

#### Assessment of Indigenous-led projects under CHIF direct delivery stream

While all applicants complete the same application form, HICC will reflect on the unique circumstances, jurisdictional considerations, and differing priorities and realities of many Indigenous communities while assessing Indigenous-led applications. As such, Indigenous applicants should not be concerned if they have to answer 'not applicable' to some questions. However, HICC encourages applicants to attempt to answer all questions and provide as much information as possible in order to ensure that HICC has all the information needed for assessment purposes.

## 4.0 Project finances

### 4.1 Program and federal contributions

#### Program contribution

The maximum level of program funding (federal cost share) that CHIF may contribute toward a project is based on recipient type. For Indigenous recipients, CHIF will fund up to **100% of total eligible costs**.

Note: This cost-share could be less, depending on the project and other sources of funding.

#### Federal contribution

The maximum level of total federal government funding from all Government of Canada sources for a project will not exceed **100% of total eligible expenditures**. As such, if a project is financed under two different Government of Canada programs, the total of the reimbursed eligible expenses cannot exceed 100% of eligible costs under those respective programs.

#### Cost shares

Cost shares only apply to eligible project costs. Any project costs that are not eligible (refer to section 4.2 below), including cost overruns, will not be reimbursed by HICC and the recipient will be responsible for those costs.

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## Contribution stacking limits

Total funding from all levels of government (including municipal, provincial, territorial and federal) cannot exceed **100% of total project costs**. If actual total Government of Canada funding for a project exceeds the stacking limit, HICC may adjust its allocation of funds or will seek reimbursement, so the stacking limit is not exceeded.

Applicants are responsible for considering HICC funding program eligibility criteria and funding limits, as project costs cannot be duplicated across multiple programs and the lowest stacking limits of other programs may apply to the project.

### Canada Infrastructure Bank

The Canada Infrastructure Bank (CIB) is an impact investor advancing infrastructure projects to benefit Canadians. The CIB works in partnership with governments, the private sector and Indigenous groups, addressing gaps in financing that can otherwise prevent projects getting built. The CIB can complement funding options available under CHIF. If an Indigenous group continues to face a financing gap after CHIF funding is known, CIB financing may be used to address or reduce this gap and will not restrict or reduce access to funding under this program.

The CIB's Infrastructure for Housing Initiative aims to address constraints which are limiting new housing construction, by enabling municipalities and Indigenous communities to build infrastructure ahead of population growth. Learn more about the CIB's [Infrastructure for Housing Initiative](#).

## 4.2 Budgeting for project expenses (eligible and ineligible costs)

The total eligible costs for a project under the direct delivery stream should not exceed \$100 million. Projects above \$100 million in total eligible costs will be considered on a case-by-case basis. If applicants intend to apply for a project with total eligible costs above \$100 million, please email the CHIF team at [chif-fcil@infc.gc.ca](mailto:chif-fcil@infc.gc.ca) before submitting an application.

### What costs are eligible?

Eligible costs are those considered by HICC to be **direct and necessary** for the successful implementation of an eligible project. Eligible expenditures for contribution funding under CHIF's direct delivery stream are as follows:

- Costs that are incurred **after** project approval and **before** September 30, 2031;
- Capital costs, construction costs, design and planning costs, cost for professionals, technical personnel, consultants, and contractors specifically engaged for the purpose of the project;
- For natural infrastructure only, land acquisition (see the Step-by-Step Application Instructions in the Funding Portal for more information);
- Costs of environmental assessments, monitoring and follow-up activities, as required by the *Impact Assessment Act* or equivalent legislation;
- Legal fees incurred by Indigenous recipients, excluding those related to litigation or to the purchase of real property (land or building);
- Costs associated with a public announcement and official ceremony or required temporary or permanent signage that includes the cost of creating and posting signage;

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- Costs for the purpose of Indigenous consultation or engagement activities; and,
  - Other costs that are considered direct and necessary for the successful implementation of the project and that are approved in advance by the government of Canada.

### What costs are ineligible?

The following costs are not eligible under CHIF:

- Project costs incurred prior to project approval—except for expenditures associated with meeting federal requirements related to environmental assessments and Indigenous consultation—and, where appropriate, accommodation (see section on Environmental assessment and Indigenous engagement and consultation costs below);
- Costs incurred for cancelled projects;
- Costs for leasing land, buildings and other facilities;
- Costs for leasing equipment other than equipment directly related to the construction of the project;
- Real estate fees and related costs;
- Recipient employee and overhead costs, except:
  - those for the purpose of Indigenous consultation and engagement activities; and
  - incremental costs related to the recipient’s employees, if approved in writing by Canada (see textbox on Own Force Labour below)
- Costs associated with on-going operating expenses and regularly scheduled maintenance work, unless otherwise noted;
- Financing charges, legal fees, mediation or alternative dispute resolution fees, collateral on mortgage financing, and loan interest payments, including those related to easements (e.g., surveys), except for:
  - legal fees incurred by Indigenous recipients, excluding those related to litigation or to the purchase of real property (land or building);
  - legal fees incurred by Indigenous peoples whose rights may be impacted by project activities funded by the program and that are reasonable, as determined by Canada;
  - construction finance costs incurred for public-private partnership projects.
- Any goods and services costs which are received through donations or in kind;
- Provincial sales tax, goods and services tax, and harmonized sales tax for which the recipient is eligible for a rebate, and any other costs eligible for rebates;
- Cost related to furnishings and non-fixed assets, unless approved by Canada;
- All capital costs, including site preparation and construction costs, until HICC has confirmed that environmental assessment, other applicable federal environmental legislation, and Indigenous consultation and accommodation obligations have been met and continue to be met;
- Land acquisition costs not directly linked to the development of natural infrastructure.



## Cost overruns

Eligible costs are costs outlined in the project budget that may be reimbursed under the CHIF program. Please note that HICC will not reimburse ineligible costs or cover cost overruns, even under an agreement with 100% cost-sharing. Cost overruns refer to a situation in which actual costs exceed the approved project budget. Therefore, it is strongly recommended that applicants prepare a detailed budget with contingencies. For more information on preparing a budget with contingencies (e.g., incidental expenses), please see the Step-by-Step Application Instructions in the HICC [Funding Portal](#).

## Environmental assessment and Indigenous engagement and consultation costs

If the applicant expects the project to have environmental assessment or Indigenous consultation requirements, or plans to engage with Indigenous peoples or communities, potential related costs must be included in the project budget. Subject to project approval, these costs may be **retroactively eligible up to two years prior to project approval, but no earlier than September 10, 2024**.

- **Environmental assessment costs:** Include costs for environmental assessment, monitoring, and follow-up activities as required by the IAA, modern treaties, or northern regulatory regimes. For projects on federal lands, applicants should plan for a potential environmental effects determination (Section 82 of the IAA) and include forecasted costs in their project budget.
- **Indigenous engagement and consultation costs:** Costs may include providing ceremonial offerings, organizing meetings, and distributing project information to Indigenous community members. Costs may also cover funding for Indigenous peoples to participate in activities that involve a review of the project (e.g., costs associated with attending meetings, providing feedback on documents, and conducting separate studies on archaeological, health or socioeconomic interests). The total costs will depend on the number of consultation activities required based on the nature of the project and the number of communities or organizations that need to be consulted. Costs may vary from one region to another.

## Non-competitive procurement

All contracts must be awarded in a way that is **fair, transparent, competitive, and consistent with value-for-money principles**. In addition, when applicable, contracts must be awarded in accordance with the Canadian Free Trade Agreement and international trade agreements (see [Glossary](#) for the definition of competitive contract).

When non-competitive contracts are necessary for the implementation of a project, and they are **above the specified thresholds**, HICC's approval of the contract as an eligible expenditure is required for the expense to be considered eligible under the CHIF program. No additional approval is required for non-competitive contracts that have an estimated value below \$40,000 for construction or goods contracts, or \$100,000 for service contracts.

HICC may approve funding for CHIF projects involving non-competitive contracts that:

- are for less than \$500,000;
- are with a public-sector entity;
- can only be performed by one person or entity;
- **are with an Indigenous recipient;**



- 
- are with an Indigenous organization or governing body and there is a benefit to an Indigenous community; or,
  - addresses a state of emergency that has been declared.

For applicants seeking a non-competitive procurement process outside of these parameters, HICC will need to seek approval from the Treasury Board of Canada. Obtaining Treasury Board approval may take several months and will require a strong rationale for the non-competitive procurement process, as well as more complex and in-depth information requirements.

### Eligibility of own-force labour

In certain instances, provisions may be made for Indigenous recipients for the use of own-force labour (e.g., costs related to work undertaken by the applicant's employees or hiring of additional staff related to construction of the project). In order for these costs to be eligible, the recipient will need to receive prior approval from HICC.

#### Non-competitive procurement and own-force labour

In order for expenses related to non-competitive procurement or own-force labour to be eligible, applicants must receive prior approval from HICC. Applicants that are unsure whether they will be able to use non-competitive procurement or own-force labour can contact the CHIF team at [chif-fcil@infcc.gc.ca](mailto:chif-fcil@infcc.gc.ca) for guidance.

## 5.0 Additional information

### 5.1 Supporting documents

Applicants may be required to submit additional documents to support their application:

- A Keyhole Markup Language (KML) file showing the location of proposed project activities is required with every application. Instructions on how to create a KML file are included in the Step-by-Step Application Instructions available in the HICC Funding Portal.
- Letters of support may also be required under certain circumstances, such as to confirm an eligible partner's role in the project.
- While not required, other documents may be included to support an application. Examples include a housing needs assessment to substantiate a community's housing need or an engineering report that confirms the project as the best option to meet the infrastructure need.

**Note:** HICC reserves the right to contact applicants to request additional documents and information that are required to support assessment of the application.

### 5.2 For more information

The Step-by-Step Application Instructions is a companion guide intended to support applicants with navigating the HICC Funding Portal and completing and submitting an application. It provides section-by-section guidance for answering questions in the application form. This Guide is available to applicants on the HICC Funding Portal.

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Applicants are encouraged to consult the [CHIF webpage](#) for up-to-date information, including [Frequently Asked Questions](#) and information on how to register to attend an [upcoming webinar](#).

If applicants still have questions about the program after consulting these resources, please send an email to the CHIF team at [chif-fcil@infc.gc.ca](mailto:chif-fcil@infc.gc.ca).

Version date: December 2024, v.1.1



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## Annex A: Glossary of terms

### A.1 Acronyms

- ATRIS** - Aboriginal and Treaty Rights Information System
- CHIF** – Canada Housing Infrastructure Fund
- GHG** – Greenhouse Gases
- HICC** – Housing, Infrastructure and Communities Canada
- IAA** – *Impact Assessment Act*
- KML** – Keyhole Markup Language

### A.2 Definitions

**Affordable housing:** For the purposes of CHIF, affordable housing refers to a dwelling unit where the cost of shelter, including rent and utilities, is a maximum of 30% of before-tax household income; where the household income is defined as 80% or less of the Area Median Household Income (AMHI) for the metropolitan area or rural region of the Recipient.

**Asset:** Physical infrastructure that is necessary to support and deliver public services. This may also include natural infrastructure.

**Competitive contract:** A contract awarded in connection with the solicitation of bids, that is, a) giving public notice of a call for bids on a contract, or b) inviting bids on a proposed contract from specific suppliers (two or more) on a supplier's list. If a solicitation of bids results in a single bid and the contract is with the lone bidder, then it is deemed to be a competitive contract. Inversely, if there was no solicitation of bids, it is considered a non-competitive contract.

Pre-existing, multi-year contracts or standing offers may be considered competitive if all apply:

- The original contract was tendered through the solicitation of bids
- The contract contains an option to increase the length or expand the scope of the project, and
- The contract option was signed after federal project funding approval was confirmed in writing

**Core housing need:** A household is considered to be in core housing need if it meets two criteria:

- A household is below one or more of the adequacy, suitability and affordability standards; and,
- The household would have to spend 30% or more of its before-tax household income to access local housing that meets all three standards.
  - **Adequacy** – Housing is considered adequate when it isn't in need of major repairs. Major repairs include defective plumbing or electrical wiring, or structural repairs to walls, floors, or ceilings.
  - **Suitability** – Housing is considered suitable when there are enough bedrooms for the size and make-up of resident households. This is according to National Occupancy Standard (NOS) requirements.
  - **Housing Affordability** – Housing is considered to be affordable when housing costs less than 30% of before-tax household income.

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**Equity-deserving group:** A group of people who, because of historical or systemic discrimination, face barriers that prevent them from having the same access to resources and opportunities that are available to other members of society, and that are necessary for them to attain just socioeconomic outcomes. In Canada, this is generally considered to include women, Indigenous people, people with disabilities, people who are part of 2SLGBTQI+ communities, religious minority groups and racialized people. The types of equity-deserving groups may vary based on factors such as geography, sociocultural context or the presence of specific subpopulations.

**Expansion:** The process of increasing the capacity, size, scope, or reach of an existing infrastructure project, system, or network to accommodate growing demands, population growth, or evolving needs. It encompasses activities such as building new infrastructure components, extending existing networks, and implementing scalable solutions to meet the evolving provincial and federal requirements.

**Housing Needs Assessment:** A report informed by data and research that describes the current and future housing needs of a municipality or community (see the [Housing Needs Assessments](#) website for more information). It includes both:

- Quantitative research, such as analysis of economic data, population and household forecast
- Qualitative research, such as interviews, policy analysis, and stakeholder engagement

**Indigenous-led project:** Projects are considered Indigenous-led if the lead applicant is 1) an Indigenous governing body, 2) not-for-profit organization whose central mandate is to improve Indigenous outcomes, or 3) an Indigenous development corporation.

**Natural infrastructure:** An interconnected set of natural and constructed ecological systems, green spaces, and other landscape features that deliver ecosystem services, as well as hybrid (grey-green) infrastructure which combines engineered and natural features to mimic ecosystem services. For example, naturalized stormwater management ponds; wetlands; restored flood plains; rain gardens; permeable land cover; infiltration basins; etc.

**New construction:** Construction of entirely new capital assets.

**Rehabilitation:** Any work undertaken on an existing asset that will encourage its continued use. The work on the existing asset ultimately must extend the life or improve the quality, functionality or safety of the asset.

**Rural:** For the purposes of CHIF, the definition of a “rural” community is a community with a population of 30,000 or less, regardless of its geographic location.

**Substantially complete:** Substantially complete means that the project infrastructure can be used for its intended purpose (as described in the agreement between HICC and the funding recipient).

**Underserved communities:** Refers to communities that received subpar services in many aspects, including in infrastructure and the built environment. They face barriers to and challenges in accessing and using resources due to geographic location, religion, sexual orientation, gender identity, race and ethnicity. Underserved populations usually encounter unique challenges (such as language, geographical and cultural barriers, physical or cognitive ability, etc.).

**Waste:** refers to any material, non-hazardous or hazardous, that has no further use, and is managed at recycling, processing, or disposal sites.



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## Annex B: Privacy and confidentiality

The information provided by applicants in their applications or in any other form will be used by the Government of Canada for 1) review, evaluation and selection of applications under the Canada Housing Infrastructure Fund (which is administered and managed by Housing, Infrastructure and Communities Canada) or 2) for confirming past federal funding sought by applicants.

Federal government institutions are bound by the requirements of the [Access to Information Act](#) and the [Privacy Act](#), as well as the [Library and Archives Canada Act](#). These laws apply to the use, disclosure and retention of information (such as personal, confidential or other) under the control of federal government institutions.

Applicants should note that Housing, Infrastructure and Communities Canada may consult and share the information provided in applications with other federal government institutions or other organizations for the purpose of assisting the department with project reviews and evaluations, determining eligibility under other federal government programs, and confirming past federal funding sought by an applicant. Housing, Infrastructure and Communities Canada may also use and disclose the information to external experts (e.g., scientific, technical, financial, marketing, or commercialization), hired by the Government of Canada under contract with confidentiality obligations, for the purpose of assisting the department with project reviews and evaluations or determining eligibility under other federal government programs.

In submitting an application, applicants are consenting to such uses, sharing and disclosures of the information for the purposes described above. Applicants are invited to clearly identify in their application the provision of any information that contains trade secrets, is confidential or that if disclosed, could reasonably be expected to result in material financial loss or gain to, or to prejudice the competitive position of, a third party, or, to interfere with contractual or other negotiations of a third party, as outlined in section 20 of the *Access to Information Act*. Once a funding agreement is signed, the name of the successful applicant, location, date of approval, the funding amount, and the project description may be proactively disclosed to the public.



## Canadian Housing Infrastructure Fund – Direct Delivery Stream Frequently Asked Questions (FAQs)

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## **Application Process**

### ***What is the difference between the two Canada Housing Infrastructure Fund (CHIF) funding streams?***

Budget 2024 created the Canada Housing Infrastructure Fund (CHIF) to invest in effective and reliable drinking water, wastewater, stormwater, and solid waste infrastructure to unlock more housing, faster.

The direct delivery stream has an envelope of \$1 billion administered by Housing, Infrastructure and Communities Canada (HICC). This funding is available directly to municipalities, Indigenous communities, and other eligible recipients to support pressing infrastructure needs that will directly enable housing supply.

The provincial and territorial agreement stream has an envelope of \$5 billion, which will be provided to the provinces and territories via agreements to support long-term priorities. The respective allocations under this envelope will be administered by the provinces and territories themselves. Under the provincial and territorial agreement stream, the provinces and territories will be responsible for identifying, prioritizing and submitting projects to HICC for consideration.

Projects receiving funding under one stream are not eligible to receive funding from the other stream.

### ***How does an organization apply for CHIF Direct Delivery stream funding?***

Applications to the direct delivery stream are made on the [HICC Funding Portal](#). Eligible applicants wanting to submit a project should read the [Applicant Guide](#) to ensure that their project is eligible. It is the responsibility of applicants to demonstrate how their projects meet the CHIF's project eligibility and merit criteria.

### ***Is there a limit to the number of applications that an organization can submit?***

No. There is no limit to the number of applications that an applicant can submit. However, to be eligible, a project needs to be able to achieve its intended outcomes on its own, independently of any other project.

### ***What types of information or data must be included in an application?***

Applications must include data that support project eligibility and merit criteria, including, but not limited to, number of housing units enabled by the project, pressing nature of the need for housing and its enabling infrastructure, densification, and ability to advance other national priorities (e.g., climate-change mitigation, resilience, etc.). For more information, please consult the [Applicant Guide](#).

### ***Does an organization have to apply using HICC Funding Portal or can it submit a proposal using another method (e.g., Canada Post, email, etc.)?***

HICC will only accept applications submitted via its HICC Funding Portal. For any applicants facing a challenge with that approach, please contact the CHIF team at [chif-fcil@infcc.gc.ca](mailto:chif-fcil@infcc.gc.ca) to discuss options.

## **Project Eligibility**

### ***What types of projects does CHIF fund?***

CHIF will fund either capital or planning projects aimed at building new, or expanding or rehabilitating existing, drinking water, wastewater, stormwater or solid waste infrastructure in order to enable more housing.

### ***Are projects that use natural infrastructure eligible under CHIF?***

Yes. Natural infrastructure projects that increase capacity of drinking water, wastewater, stormwater, or solid waste systems could also be eligible for funding. For example, the following components would be eligible: naturalized stormwater retention ponds, vegetated swales, or urban parks and wetlands that can manage stormwater and improve water quality by filtering harmful pollutants.

### ***Does CHIF support projects whose focus is on operating and maintaining existing water-related infrastructure?***

No. Costs associated with ongoing operating expenses and regularly scheduled maintenance are not eligible under CHIF.

### ***Will funding recipients be required to implement environmental requirements related to climate change?***

Yes. CHIF has environmental requirements related to climate change, namely with respect to climate resilience and the mitigation of greenhouse gas emissions. For more information on climate-related requirements, please consult the [‘Federal requirements and reporting’ section of the Applicant Guide](#).

For additional guidance and advice on the climate-related requirements of the CHIF program, please contact HICC's new [Climate Toolkit Helpdesk](#).

### ***Are “Community Employment Benefits” a requirement under CHIF?***

No. Community employment benefits are not a requirement under CHIF.

### ***Are “planning projects” eligible under the Program?***

Yes. Planning projects are eligible if the planning is for a capital project that would otherwise be eligible under CHIF. Planning costs for eligible planning projects may include feasibility studies, housing needs assessments, risk assessments, climate assessments, engineering reports, environmental impact assessments, as well as other planning work needed to advance a future capital project that would align with CHIF objectives.

### ***Is the acquisition of land eligible under CHIF?***

Land acquisition can be an eligible expense under CHIF, but only if it is for the development of natural infrastructure.

For land acquisition expenses to be eligible, the land must be privately owned and not the sole component of the project. Applicants must also demonstrate the need to acquire the land as an integral part of the project for the purposes of natural infrastructure.

**Note:** Funding recipients will have to demonstrate 1) that the land will remain protected for 40 years after the project is substantially completed, and 2) that the purchase price is at or below fair market value.

***When is the deadline for projects to be completed?***

Under the direct delivery stream, projects must be substantially completed by September 2031, while under the provincial and territorial agreement stream, projects must be substantially completed by September 2033. “Substantially completed” means that the project infrastructure can be used for its intended purpose (i.e., as described in the contribution agreement between the Government of Canada and the funding recipient).

**Housing Conditions**

***What is meant by “enabling housing”?***

Under CHIF, “enabling housing” refers to increasing the capacity of communities to build more housing—by investing in the infrastructure needed to provide reliable drinking water, as well as to treat wastewater, stormwater and solid waste.

For example, if development in an area of a city is currently limited to 200 units because of capacity constraints of the existing wastewater system, upgrading that wastewater system, with CHIF funds to a system that can process wastewater for 500 units, then that project would “enable” the development of an additional 300 units.

***Are projects required to build new houses?***

No. Projects are not required to build new houses, but they must demonstrate that they will enable more housing to be built. CHIF has been created to accelerate the construction and upgrading of essential infrastructure to support housing development, but it will not provide funding for the construction of housing units.

***How many housing units need to be enabled to be able to apply for CHIF funding?***

There is no set number of new housing units that must be enabled by a CHIF-funded project. However, applications are expected to demonstrate that projects will directly enable increased housing supply and projects will be assessed on how well they support answering the housing needs of the community. For more information on how housing criteria factor in the assessment, please consult the [‘How will my application be assessed’ section of the Applicant Guide](#).

***Do the housing conditions apply under the direct delivery stream?***

Yes. There are two housing conditions that must be implemented for a community to receive funding under the direct delivery stream. Communities with a population of 30,000 or more and situated in one of the provinces, must implement zoning changes to allow for four units as-of-right. Municipalities and regions with a population of 300,000 or more, must also freeze Development Charges at the rates that were in place on or before April 2, 2024. See the [‘Housing conditions’ section of the Applicant Guide](#) for more information.

## **Funding**

### ***How much CHIF funding can a recipient receive?***

Under the direct delivery stream, maximum total eligible cost for a given project should not exceed \$100 million. However, there is no limit to the number of projects that can be submitted by an applicant. Projects above \$100 million in total eligible costs will only be considered on a case-by-case basis, so please contact the CHIF team at [chif-fcil@infc.gc.ca](mailto:chif-fcil@infc.gc.ca) to discuss the project before submitting an application. For more information on federal cost sharing, please consult the ['Project finances' section of the Applicant Guide](#).

Under the provincial and territorial agreement stream, there is no maximum to the total eligible cost for a project; subject to the remaining available funds.

### ***Is there a minimum total eligible cost for projects under CHIF?***

Under both streams, the minimum total eligible cost for the project is at least \$1 million. To provide more flexibility for Indigenous communities, the \$1 million threshold does not apply to Indigenous-led projects. For more information on eligible costs, please consult the ['Budgeting for project expenses' section of the Applicant Guide](#).

### ***How is the project's federal contribution determined?***

Funding amounts for projects will be determined through an assessment of the information submitted in the application and related project budget. Funding amounts are subject to cost sharing and stacking limits, as well as other sources of funding available to the recipient. See the ['Federal contribution' section of the Applicant Guide](#) for more information.

### ***Is CHIF funding stackable with other funding sources (e.g., federal, provincial and municipal)?***

Yes. CHIF funding is stackable with other funding sources, including federal, provincial and municipal ones. However, total funding from all levels of government (including municipal, provincial, territorial and federal) cannot exceed 100% of total project costs, and total federal government funding cannot exceed 100% of total eligible project costs under this program.

Applicants are responsible for considering the eligibility criteria and funding limits from all HICC (and other) funding programs, as project costs cannot be duplicated across multiple programs and the lowest stacking limits of other programs may apply to the project.

## **Project Selection and Approval**

### ***When can applicants expect to find out if their projects have been chosen to receive funding?***

Once funding decisions are available, all applicants will be informed of the results of their respective applications. The CHIF team will be available to provide feedback should an applicant request it. HICC cannot provide precise timelines as to when applicants will be informed of funding decisions.

***When can successful applicants begin incurring costs?***

Eligible project expenditures will only be reimbursed if they are incurred after the project has been approved. There are some exceptions, please consult the ['Budgeting for project expenses' section of the Applicant Guide](#) to learn more.

***Will successful applicants receive funding as soon as their project is approved?***

Successful applicants will begin to receive funding once funding agreements (i.e., contribution agreements) are in place (i.e., signed by both parties) and, where applicable, once environmental assessment requirements and Indigenous consultation obligations have been met and continue to be met.

**REPORT TO CAPITAL REGIONAL DISTRICT BOARD  
MEETING OF WEDNESDAY, FEBRUARY 12, 2025**

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**SUBJECT     Short-term Biosolids Management Plan – February Update**

To provide a monthly update to the Capital Regional District (CRD) Board on short-term biosolids management and the implementation of the Long-term Biosolids Management Strategy.

**BACKGROUND**

The CRD has been responsible for the beneficial use of Class A biosolids produced at the Residuals Treatment Facility since the commissioning of the core area wastewater treatment project in 2020. Currently, the CRD is operating under the Short-term Biosolids Management Plan (2020-2025), with the primary beneficial use options being incineration as an alternative fuel in a cement manufacturing plant in Richmond, BC, and integration with landfill cover systems as the contingency. When neither of these options are available, landfilling biosolids at Hartland Landfill was the only alternative. In 2011, the CRD Board passed a resolution to ban the land application of biosolids from CRD facilities; however, in 2023, given the operational and logistical challenges with the short-term plan, the CRD Board amended its position to allow limited non-agricultural land application of biosolids as a contingency option. The CRD then began supplying biosolids to an industrial land reclamation project at a quarry near Cassidy, BC.

**Short-term Biosolids Management Plan Implementation**

*Cement Kiln in Richmond, BC:* The facility resumed receiving biosolids for use as alternative fuel in mid-January. The facility is expected to close from mid-February to mid-March for planned maintenance.

*Land Reclamation in Cassidy, BC:* The Cassidy quarry continued to receive biosolids. All biosolids not shipped to the cement kiln were mixed with sand at Hartland Landfill and shipped to the Cassidy quarry.

*Landfilling at Hartland Landfill:* There was no landfilling of biosolids in January. Landfilling is not a beneficial use, as per provincial regulations and consumes valuable airspace at the landfill.

**Long-term Biosolids Management Strategy Implementation**

The draft long-term strategy was submitted to the Province on June 18, 2024, for regulatory review; the CRD has not yet received a formal response.

A Request for Proposals (RFP) was issued in August 2024 to seek biosolids management options, identifying the use of biosolids in potted cedar plants as a viable out-of-region project. The initial capacity of this option is 25 tonnes/month, and preparation is underway with the first shipment of biosolids tentatively scheduled for March 2025. To add further resilience to the CRD's portfolio for beneficial use of biosolids, staff have posted another RFP to identify additional non-agricultural out of region options, which will be open for a longer period of time.

### **Environmental Protection Agency Risk Assessment on Select PFAS in Biosolids**

The US Environmental Protection Agency released a draft risk assessment on January 14, regarding the potential human health risks associated with the presence of two types of per- and polyfluoroalkyl substances (PFAS) chemicals in biosolids in an agricultural land application scenario. The authors concluded that risks could be best mitigated by source control of PFAS sources to the sewer systems. Overall, the CRD already mitigates risks identified in the study by excluding agricultural land application from current short-term and future biosolids management practices, as outlined in Tier 2 and Tier 3 of the Long-Term Biosolids Management Strategy. Staff continue to monitor and report out on the ongoing research on contaminants in biosolids.

### **CONCLUSION**

The Capital Regional District continues to implement the Short-term Biosolids Management Plan while awaiting the regulator’s response for a Long-term Biosolids Management Strategy. The short-term program saw some improvement in reliability and consistency in 2024; however, additional options are required to ensure the continued beneficial use of biosolids in 2025. Staff have identified an additional small-scale contingency option and will continue to identify and procure nonagricultural out-of-region options with the goal of ensuring reliable regulatory compliance in the coming years.

### **RECOMMENDATION**

There is no recommendation. This report is for information only.

Submitted by:	Peter Kickham, M.E.T., R.P.Bio., Acting Senior Manager, Environmental Innovation & Strategy
Concurrence:	Luisa Jones, MBA, General Manager, Parks, Recreation & Environmental Service
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer



Making a difference...together

## REPORT TO CAPITAL REGIONAL DISTRICT BOARD MEETING OF WEDNESDAY, FEBRUARY 12, 2025

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**SUBJECT**    **AAP Results & Adoption for Bylaw No. 4575 – Biodiversity and Environmental Stewardship Coordination Establishing Bylaw No. 1, 2023**

### **ISSUE SUMMARY**

To report back on the results of the Alternate Approval Process for Bylaw No. 4575 and advance the bylaw for adoption.

### **BACKGROUND**

The CRD Board's 2023-2026 Strategic Priorities identified as strategic initiative 3b to "explore options for a regional approach to biodiversity and the protection of ecological assets".

At its meeting held December 13, 2023, the Capital Regional District (CRD) Board gave third reading to Bylaw No. 4575, "Biodiversity and Environmental Stewardship Coordination Establishing Bylaw No. 1, 2023" (Appendix A). The bylaw authorizes an annual maximum requisition amount of five-hundred thousand dollars (\$500,000) to establish a new regional service for the purpose of coordinating a regional approach to biodiversity, protection of ecological assets and environmental stewardship. The service will include conducting research, obtaining data, managing problem species, establishing partnerships with government and non-government organizations including First Nations, and facilitating an environmental stewardship strategy along with public outreach and education.

On December 13, 2023, the CRD Board established that elector approval be obtained by Alternative Approval Process (AAP) for the electors in the entire service area in accordance with section 342(4) of the *Local Government Act (LGA)*. The number of registered electors was determined to be 331,937 of which 10% is 33,194 electors [the number needed to voice opposition]. Notice was published on November 21, 2024 in the Times Colonist and under Notices on the CRD website in accordance with section 345(2) of the *LGA* and the CRD's Public Notice Bylaw. In addition to the two statutory notices, additional notice was placed in six editions of the Black Press on November 27 and November 28, 2024, the Salt Spring Island Exchange, and public notice boards.

The CRD received 29 valid response forms indicating opposition to the adoption of the bylaw by the closing date of January 15, 2025. As the response rate was less than 10% of electors, elector approval was received for Bylaw No. 4575. In accordance with section 86(8) of the *LGA*, the Corporate Officer's certification of results is attached as Appendix B.

### **ALTERNATIVES**

#### *Alternative 1*

1. That the attached Certificate of Results of Alternative Approval Process for Bylaw No. 4575 (Appendix B) be received; and
2. That Bylaw No. 4575, "Biodiversity and Environmental Stewardship Coordination Establishing Bylaw No. 1, 2023" be adopted.

*Alternative 2*

That this report be referred back to staff for additional information.

**CONCLUSION**

On January 15, 2024, elector approval was obtained by an Alternative Approval Process (AAP) for Bylaw No. 4575, “Biodiversity and Environmental Stewardship Coordination Establishing Bylaw No. 1, 2023”. The bylaw authorizes an annual maximum requisition amount of five-hundred thousand dollars (\$500,000) to establish a new regional service for the purpose of coordinating a regional approach to biodiversity, protection of ecological assets and environmental stewardship. The Bylaw received approval from the Inspector of Municipalities on February 2, 2024, prior to elector approval by AAP, and is now ready for adoption.

**RECOMMENDATION**

1. That the attached Certificate of Results of Alternative Approval Process for Bylaw No. 4575 (Appendix B) be received; and
2. That Bylaw No. 4575, “Biodiversity and Environmental Stewardship Coordination Establishing Bylaw No. 1, 2023” be adopted.

Submitted by:	Marlene Lagoa, MPA, Manager, Legislative Services & Deputy Corporate Officer
Concurrence:	Glenn Harris, Ph.D., R.P.Bio., Acting General Manager, Parks, Recreation & Environmental Services
Concurrence:	Kristen Morley, J.D., General Manager, Corporate Services & Corporate Officer
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer

**ATTACHMENT(S)**

Appendix A: Bylaw No. 4575

Appendix B: Certificate of Results for Bylaw No. 4575

**CAPITAL REGIONAL DISTRICT**

**BYLAW NO. 4575**

\*\*\*\*\*  
**A BYLAW TO ESTABLISH A SERVICE FOR REGIONAL COORDINATION OF BIODIVERSITY AND ENVIRONMENTAL STEWARDSHIP**  
\*\*\*\*\*

**WHEREAS:**

- A. The Board of the Capital Regional District wishes to establish a regional Biodiversity and Environmental Stewardship service (the “Service”) to pursue a regional approach to biodiversity and the protection of ecological assets with public authorities and groups across the capital region under s.332 of the *Local Government Act*.
- B. Participating area approval is required and assent of the electors has been obtained by regional alternative approval process, pursuant to ss.342(4) and 345 of the *Local Government Act*; and,
- C. The approval of the Inspector of Municipalities has been obtained under s.342 of the *Local Government Act*.

**NOW THEREFORE** the Regional Board of the Capital Regional District in open meeting assembled enacts as follows:

**1. Service**

- 1.1 The Service being established and to be operated is a service for the purpose of coordinating a regional approach to biodiversity, protection of ecological assets and environmental stewardship (“the Service”), including:
  - a. Conducting research and obtaining biodiversity and ecological asset inventory and data, monitoring, mapping and managing their key stressors and problem species (i.e. invasive plants and animals);
  - b. Coordinating, communicating and establishing collaborative partnerships with municipalities, First Nations, large landowners, other government agencies, and stewardship groups to protect, restore and enhance key biodiverse habitats and ecological assets, and to minimize and manage the impacts of stressors and problem species (i.e., coordinating training on managing invasive species, provision of educational resources, and establishment of a shared treatment and monitoring contract); and
  - c. Facilitating the development and implementation of an environmental stewardship strategy and public outreach and education program to increase public awareness of, and engagement in, the protection of biodiversity and ecological assets and managing invasive species.
- 1.2 For clarity, this bylaw does not establish a service to regulate the natural environment under the *Community Charter*.

**2. Service Area Boundaries**

The boundaries of the service area are coterminous with the boundaries of the Capital Regional District (the “Service Area”).

### 3. Participating Areas

All municipalities and electoral areas within the Capital Regional District are the participating areas for this service (the "Participating Area").

### 4. Cost Recovery

As provided in Section 378 of the *Local Government Act*, the annual cost of providing the Service shall be recovered by one or more of the following:

- a. property value taxes imposed in accordance with Division 3 of Part 11 of the *Local Government Act*;
- b. fees and charges imposed under Section 397 of the *Local Government Act*;
- c. revenues raised by other means authorized by the *Local Government Act* or another *Act*;
- d. revenues received by way of agreement, enterprises, gift, grant or otherwise.

### 5. Cost Apportionment

- a. The annual costs for the service, net of grants and other revenues, shall be apportioned among the participating areas, as follows:
  - i. Fifty (50) per cent of the costs shall be recovered on the basis of the population of the participating areas; and
  - ii. Fifty (50) per cent on the converted value of land and improvements in the participating areas.
- b. Population, for the purpose of this section, is the population estimate as determined annually by the Regional Planning department of the Capital Regional District.

### 6. Maximum Requisition

The maximum amount that may be requisitioned under Section 339(1)(e) for the Service will be the greater of:

- a. Five hundred thousand dollars (\$500,000); or
- b. An amount equal to the amount that could be raised by a property value tax rate of \$0.0028 per one thousand dollars (\$1,000.00), which when applied to the net taxable value of the land and improvements within the Service Area, will yield the maximum amount that may be requisitioned for the Service.

**7. Citation**

This Bylaw may be cited as Bylaw No. 4575, "Biodiversity and Environmental Stewardship Coordination Establishing Bylaw No. 1, 2023".

READ A FIRST TIME THIS	13 <sup>th</sup>	day of	December,	2023
READ A SECOND TIME THIS	13 <sup>th</sup>	day of	December,	2023
READ A THIRD TIME THIS	13 <sup>th</sup>	day of	December,	2023
APPROVED BY THE INSPECTOR OF MUNICIPALITIES THIS	2 <sup>nd</sup>	day of	February,	2024
APPROVED BY REGIONAL ALTERNATIVE APPROVAL PROCESS THIS	15 <sup>th</sup>	day of	January,	2025
ADOPTED THIS		day of		20__

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
CORPORATE OFFICER



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### CORPORATE OFFICER'S CERTIFICATION

I, the undersigned Corporate Officer, as the person assigned responsibility for corporate administration under section 236 of the *Local Government Act*, certify the results of the alternative approval process that was conducted to obtain the approval of the electors for Capital Regional District **Bylaw No. 4575 "Biodiversity and Environmental Stewardship Coordination Establishing Bylaw No. 1, 2023"** as follows:

331,937	Estimated number of eligible electors
33,194	10% of the number of eligible electors
30	Number of elector response forms submitted by the deadline
1	Number of elector response forms rejected
29	Number of elector response forms accepted

and in accordance with section 86 of the *Community Charter*, the approval of the electors was obtained.

Dated this 16<sup>th</sup> day of January, 2025

  
 \_\_\_\_\_  
 Kristen Morley, Corporate Officer



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**REPORT TO CAPITAL REGIONAL DISTRICT BOARD  
MEETING OF WEDNESDAY, FEBRUARY 12, 2025**

---

**SUBJECT**     **AAP Results & Adoption for Bylaw No. 4602 – Foodlands Access Service Establishment Bylaw No. 1, 2024**

**ISSUE SUMMARY**

To report back on the results of the Alternate Approval Process for Bylaw No. 4602 and advance the bylaw for adoption.

**BACKGROUND**

On November 8, 2023, the Capital Regional District (CRD) Board directed that staff bring forward a Foodlands Access Service Bylaw with options for bylaw approval.

At its meeting held September 11, 2024, the Capital Regional District (CRD) Board gave third reading to Bylaw No. 4602, “Foodlands Access Service Establishment Bylaw No. 1, 2024” (Appendix A). The bylaw authorizes an annual maximum requisition amount of one-million dollars (\$1,000,000) to establish a new regional service for the purpose of coordinating preservation and access to farmland for agricultural use, and to promote regional food security. The service will purchase, lease, or otherwise acquire land to be used for agricultural and agricultural-related activities. In addition, the service will fund capital improvements to agricultural land, provide operational funding for service delivery, allow the CRD to enter agreements with third parties for service delivery and operation, provide grants or financial assistance to support agricultural initiatives, and undertake promotional activities.

On September 11, 2024, the CRD Board established that elector approval be obtained by Alternative Approval Process (AAP) for the electors in the entire service area in accordance with section 342(4) of the *Local Government Act (LGA)*. The number of registered electors was determined to be 331,937 of which 10% is 33,194 electors [the number needed to voice opposition]. Notice was published on November 21, 2024 in the Times Colonist and under Notices on the CRD website in accordance with section 345(2) of the *LGA* and the CRD’s Public Notice Bylaw. In addition to the two statutory notices, additional notice was placed in six editions of the Black Press on November 27 and November 28, 2024, the Salt Spring Island Exchange, and public notice boards.

The CRD received 29 valid response forms indicating opposition to the adoption of the bylaw by the closing date of January 15, 2025. As the response rate was less than 10% of electors, elector approval was received for Bylaw No. 4602. In accordance with section 86(8) of the *LGA*, the Corporate Officer’s certification of results is attached as Appendix B.

**ALTERNATIVES**

*Alternative 1*

1. That the attached Certificate of Results of Alternative Approval Process for Bylaw No. 4602 (Appendix B) be received; and
2. That Bylaw No. 4602, “Foodlands Access Service Establishment Bylaw No. 1, 2024” be

adopted.

*Alternative 2*

That this report be referred back to staff for additional information.

**CONCLUSION**

On January 15, 2024, elector approval was obtained by an Alternative Approval Process (AAP) for Bylaw No. 4602, “Foodlands Access Service Establishment Bylaw No. 1, 2024”. The bylaw authorizes a maximum annual requisition of one-million dollars (\$1,000,000) to establish a new regional service for the purpose of coordinating preservation and access to farmland for agricultural use, and to promote regional food security. The Bylaw received approval from the Inspector of Municipalities on November 6, 2024 prior to elector approval by AAP, and is now ready for adoption.

**RECOMMENDATION**

1. That the attached Certificate of Results of Alternative Approval Process for Bylaw No. 4602 (Appendix B) be received; and
2. That Bylaw No. 4602, “Foodlands Access Service Establishment Bylaw No. 1, 2024” be adopted.

Submitted by:	Marlene Lagoa, MPA, Manager, Legislative Services & Deputy Corporate Officer
Concurrence:	Don Elliott, MUP, Acting General Manager, Housing, Planning and Protective Services
Concurrence:	Kristen Morley, J.D., General Manager, Corporate Services & Corporate Officer
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer

**ATTACHMENT(S)**

Appendix A: Bylaw No. 4602

Appendix B: Certificate of Results for Bylaw No. 4602

**CAPITAL REGIONAL DISTRICT  
BYLAW NO. 4602**

\*\*\*\*\*

**A BYLAW TO ESTABLISH A SERVICE FOR THE PURPOSE OF  
FOODLANDS ACCESS**

\*\*\*\*\*

**WHEREAS:**

- A. The Board of the Capital Regional District wishes to establish a regional Foodlands Access Service (the "Service") to address the decline of productive farmland in the Capital Regional District; and
- B. Participating area approval is required and elector approval has been obtained for the entire service area by alternative approval process, pursuant to s. 342(4) of the *Local Government Act*; and,
- C. The approval of the Inspector of Municipalities has been obtained under s. 342(1)(a) of the *Local Government Act*.

**NOW THEREFORE** the Board of the Capital Regional District, in open meeting assembled, enacts as follows:

**Service**

- 1. The service being established and to be operated is a service to preserve and coordinate preservation and access to farmland for agricultural use, and to promote regional food security, including, without limiting the foregoing:
  - a) purchasing, leasing or otherwise acquiring land to be used for agriculture and agricultural-related activities;
  - b) providing capital funding for improvements to agricultural land, and operational funding for delivery of service programs on agricultural land;
  - c) entering into agreements with third parties for service delivery and operation of programs in support of the service;
  - d) providing grants or financial assistance to support agricultural initiatives that promote beneficial and sustainable agricultural practices and regional food security; and
  - e) delivering the service and achieving the service goals through education, outreach, and other promotional activities.

**Boundaries**

- 2. The boundaries of the service area are coterminous with the boundaries of the Capital Regional District.

**Participating Areas**

- 3. All municipalities and electoral areas within the Capital Regional District are the participating areas for this service.

**Cost Recovery**

4. As provided in Section 378 of the *Local Government Act*, the annual cost of providing the Service shall be recovered by one or more of the following:
  - a) property value taxes imposed in accordance with Division 3 of Part 11 of the *Local Government Act*;
  - b) fees and charges imposed under Section 397 of the *Local Government Act*;
  - c) revenues raised by other means authorized by the *Local Government Act* or another Act;
  - d) revenues received by way of agreement, enterprise, gift, grant or otherwise.

**Cost Apportionment**

5.
  - a) The annual costs for the service, net of grants and other revenues, shall be apportioned among the participating areas, as follows:
    - i. Fifty (50) percent of the costs shall be recovered on the basis of the population of the participating areas; and
    - ii. Fifty (50) percent on the converted value of land and improvements in the participating areas.
  - b) Population, for the purpose of this section, is the population estimate as determined annually by the Regional Planning department of the Capital Regional District.

**Maximum Requisition**

6. In accordance with Section 339(1)(e) of the *Local Government Act*, the maximum amount that may be requisitioned annually for the cost of the Service is the greater of:
  - a) One million (\$1,000,000); or
  - b) An amount equal to the amount that could be raised by a property value tax rate of \$0.00543 per one thousand dollars (\$1,000) that, when applied to the net taxable value of the land and improvements within the Service Area, will yield the maximum amount that may be requisitioned for the Service.

**Citation**

7. This Bylaw may be cited as the "Foodlands Access Service Establishment Bylaw No. 1, 2024".

READ A FIRST TIME THIS	11 <sup>th</sup>	day of	September, 2024
READ A SECOND TIME THIS	11 <sup>th</sup>	day of	September, 2024
READ A THIRD TIME THIS	11 <sup>th</sup>	day of	September, 2024
APPROVED BY THE INSPECTOR OF MUNICIPALITIES THIS	6 <sup>th</sup>	day of	November, 2024
RECEIVED PARTICIPATING AREA APPROVAL UNDER SECTION 342(4) OF THE LOCAL GOVERNMENT ACT THIS	15 <sup>th</sup>	day of	January, 2025
ADOPTED THIS		day of	, 2025

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
CORPORATE OFFICER

FILED WITH THE INSPECTOR OF MUNICIPALITIES THIS \_\_\_\_\_ day of \_\_\_\_\_



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**CORPORATE OFFICER'S CERTIFICATION**

I, the undersigned Corporate Officer, as the person assigned responsibility for corporate administration under section 236 of the *Local Government Act*, certify the results of the alternative approval process that was conducted to obtain the approval of the electors for Capital Regional District **Bylaw No. 4602 "Foodlands Access Service Establishment Bylaw No. 1, 2024"** as follows:

331,937	Estimated number of eligible electors
33,194	10% of the number of eligible electors
29	Number of elector response forms submitted by the deadline
0	Number of elector response forms rejected
29	Number of elector response forms accepted

and in accordance with section 86 of the *Community Charter*, the approval of the electors was obtained.

Dated this 16<sup>th</sup> day of January, 2025

  
\_\_\_\_\_  
Kristen Morley, Corporate Officer



The Corporation of the  
District of Central Saanich

January 30, 2025

0400-60/2025

Capital Regional District Board  
c/o Kristen Morley  
Corporate Officer/General Manager, Corporate Services  
625 Fisgard Street  
Victoria, BC V8W 2S6

Via email: [kmorley@crd.bc.ca](mailto:kmorley@crd.bc.ca), [crdboard@crd.bc.ca](mailto:crdboard@crd.bc.ca)

**Re: Bylaw No. 4602, "Foodlands Access Service Establishment Bylaw No. 1, 2024"**

---

At the Council meeting of January 27, 2025, the District of Central Saanich resolved to call on the Capital Regional District to reconsider the current foodlands proposal and have a public discussion that includes information on options, evidence, and a public vote.

Please consider this letter as filing the following notice of motion for the next Capital Regional District Board agenda for consideration.

*WHEREAS the proposed Bylaw No. 4602, "Foodlands Access Service Establishment Bylaw No. 1, 2024" has significant implications for the agricultural community and local food security within the Capital Regional District; and*

*WHEREAS there has been public interest and concern regarding the lack of public awareness and the potential impacts of the proposal on local farmers, food producers, and the broader community; and*

*WHEREAS transparent and inclusive decision-making processes are essential for maintaining public trust and ensuring that all stakeholders have the opportunity to provide input;*

*THEREFORE, BE IT RESOLVED that the Capital Regional District Board reconsider the foodlands proposal and schedule a public discussion to gather feedback from community members, stakeholders, and experts to ensure that all perspectives are considered before making a final decision by public vote.*

Should you have any questions and or concerns please do not hesitate to contact Emilie Gorman, Director of Corporate Services/Corporate Officer at [emilie.gorman@csaanich.ca](mailto:emilie.gorman@csaanich.ca) or 250.544.4202.

Sincerely,

Director Ryan Windsor



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**REPORT TO CAPITAL REGIONAL DISTRICT BOARD  
MEETING OF WEDNESDAY, FEBRUARY 12, 2025**

---

**SUBJECT**     **Third Reading of Amended Bylaw No. 4634 - Sooke and Electoral Area Recreation and Facilities Service Loan Authorization Bylaw No. 1, 2025**

**ISSUE SUMMARY**

To amend Bylaw No. 4634 based on feedback received from the Ministry of Housing and Municipal Affairs.

**BACKGROUND**

On November 13, 2024, the CRD Board gave three readings to Bylaw No. 4634, "Sooke and Electoral Area Recreation and Facilities Service 2025 Capital Project Loan Authorization Bylaw No. 1, 2024." This proposed bylaw authorizes long-term borrowing of up to \$3.15 million for the purpose of construction of recreational service capital projects at the SEAPARC Recreation Centre and Sooke Skate Park.

Prior to obtaining elector approval by alternative approval process, the bylaw was submitted to the Inspector of Municipalities for approval. Ministry of Housing and Municipal Affairs staff have notified staff that the bylaw would not satisfy the requirements under section 179(2)(b) of the *Community Charter* which is to set out the purpose for borrowing. Ministry staff recommended that the bylaw include a general description that captures both projects ("recreational service capital projects") and a brief description of both projects. An amended Bylaw No. 4634 is attached as Appendix A. The recommended amendments to address the Inspector of Municipalities concerns are redlined in Appendix B.

**ALTERNATIVES**

*Alternative 1*

1. That third reading of Bylaw No. 4634, "Sooke and Electoral Area Recreation and Facilities Service 2025 Capital Project Loan Authorization Bylaw No. 1, 2024," be rescinded;
2. That Bylaw No. 4634 be amended as follows:
  - inserting the words "recreational service" before "capital projects" throughout the bylaw;
  - Under WHEREAS C., inserting the words "including heat recovery capital improvements and the construction and development of a skateboard park," following the words, "capital projects";
  - Under section 1, inserting the words ", including heat recovery capital projects and the construction and development of a skateboard park,";
  - Replacing section 3 in its entirety with:  
"3. This Bylaw may be cited as "Sooke and Electoral Area Recreation and Facilities Service Loan Authorization Bylaw No. 1, 2025";"
3. That Bylaw No. 4634, "Sooke and Electoral Area Recreation and Facilities Service Loan Authorization Bylaw No. 1, 2025" be read a third time as amended;
4. That participating area approval for Bylaw No. 4634, as amended, be obtained for the entire service area by alternative approval process; and
5. That Bylaw No. 4634, as amended, be forwarded to the Inspector of Municipalities for

approval.

*Alternative 2*

That this report be referred back to staff for additional information.

**IMPLICATIONS**

*Legislative Implications*

On November 13, 2024, the CRD Board voted affirmatively on obtaining elector approval for the entire service area as opposed to each participant (i.e. District of Sooke and portion of Juan de Fuca Electoral Area). Following third reading of the amended Bylaw No. 4634, the Board will again need to consider the motion on obtaining elector approval for the entire service area and to forward the Bylaw to the Inspector of Municipalities for approval.

**CONCLUSION**

On November 13, 2024, the CRD Board gave three readings to Bylaw No. 4634 to authorize long-term borrowing of up to \$3.15 million for the purpose of construction of recreational service capital projects at the SEAPARC Recreation Centre and Sooke Skate Park. Following the Ministry of Housing and Municipal Affairs review of the bylaw, feedback was received that Bylaw No. 4634 be amended to include further description of the two capital projects. Participating area approval for Bylaw No. 4634 is to be obtained for the entire service area by alternative approval process.

**RECOMMENDATION**

1. That third reading of Bylaw No. 4634, “Sooke and Electoral Area Recreation and Facilities Service 2025 Capital Project Loan Authorization Bylaw No. 1, 2024,” be rescinded;
2. That Bylaw No. 4634 be amended as follows:
  - inserting the words “recreational service” before “capital projects” throughout the bylaw;
  - Under WHEREAS C., inserting the words “including heat recovery capital improvements and the construction and development of a skateboard park,” following the words, “capital projects”;
  - Under section 1, inserting the words “, including heat recovery capital projects and the construction and development of a skateboard park,”;
  - Replacing section 3 in its entirety with:  
“3. This Bylaw may be cited as “Sooke and Electoral Area Recreation and Facilities Service Loan Authorization Bylaw No. 1, 2025””;
3. That Bylaw No. 4634, “Sooke and Electoral Area Recreation and Facilities Service Loan Authorization Bylaw No. 1, 2025” be read a third time as amended;
4. That participating area approval for Bylaw No. 4634, as amended, be obtained for the entire service area by alternative approval process; and
5. That Bylaw No. 4634, as amended, be forwarded to the Inspector of Municipalities for approval.

Submitted by:	Marlene Lagoa, MPA, Manager, Legislative Services & Deputy Corporate Officer
Concurrence:	Kristen Morley, J.D., General Manager, Corporate Services & Corporate Officer
Concurrence:	Glenn Harris, Ph.D., R.P.Bio., Acting General Manager Parks, Recreation & Environmental Services
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer

**ATTACHMENT(S)**

Appendix A: Bylaw No. 4634 (as amended)

Appendix B: Bylaw No. 4634 (redlined)

CAPITAL REGIONAL DISTRICT

BYLAW NO. 4634

\*\*\*\*\*

**\* A BYLAW TO AUTHORIZE THE BORROWING OF THREE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$3,150,000) FOR THE PURPOSE OF CONSTRUCTION OF RECREATIONAL SERVICE CAPITAL PROJECTS IN THE DISTRICT OF SOOKE AND THE JUAN DE FUCA ELECTORAL AREA**

\*\*\*\*\*

**WHEREAS:**

- A. Under Bylaw No. 4029, "Sooke and Electoral Area Recreation and Facilities Service Establishment Bylaw No. 1, 2016", the Capital Regional District established a service for recreational and related community programs, equipment, and facilities for the municipal participating area of the District of Sooke, and a portion of the Electoral Area of Juan de Fuca;
- B. The Board of the Capital Regional District wishes to construct recreational service capital projects for the service including a Heat Recovery System for the SEAPARC Recreation Centre and the Sooke Skate Park replacement as included in the service's capital plan;
- C. The estimated cost of the recreational service capital projects, including heat recovery capital improvements and the construction and development of a skateboard park, including expenses incidental thereto to be funded by debt servicing, is the sum of Three Million One Hundred Fifty Thousand Dollars (\$3,150,000), which is the amount of debt intended to be authorized by this bylaw;
- D. Pursuant to Section 407(3)(b) of the *Local Government Act*, elector approval is required, and pursuant to Section 345, elector consent is to be obtained by alternative approval process;
- E. The approval of the Inspector of Municipalities is required under Section 406 of the *Local Government Act*, and
- F. Financing is proposed to be undertaken by the Municipal Finance Authority of British Columbia pursuant to agreements between it and the Capital Regional District;

**NOW THEREFORE** the Capital Regional District Board in open meeting assembled hereby enacts as follows:

1. The Board is hereby empowered and authorized to undertake and carry out or cause to be carried out the planning, study, design, supply and installation of all material, equipment and components and all construction necessary for the recreational service capital projects, including heat recovery capital projects and the construction and development of a skateboard park, in connection with the service and to do all things necessary in connection with the recreational service capital projects and without limiting the generality of the foregoing:
  - a) to borrow upon the credit of the Capital Regional District a sum not exceeding Three Million One Hundred Fifty Thousand Dollars (\$3,150,000); and
  - b) to acquire all such real property, easements, rights-of-way, leases, licenses, rights or authorities as may be requisite or desirable for or in connection with the recreational service capital projects.

- 2. The maximum term for which debentures may be issued to secure the debt intended to be created by this bylaw is fifteen (15) years.
- 3. This Bylaw may be cited as "Sooke and Electoral Area Recreation and Facilities Service Loan Authorization Bylaw No. 1, 2025".

READ A FIRST TIME THIS 13<sup>th</sup> day of November, 2024

READ A SECOND TIME THIS 13<sup>th</sup> day of November, 2024

READ A THIRD TIME THIS day of ,

APPROVED BY THE INSPECTOR OF MUNICIPALITIES THIS day of 20\_\_

APPROVED BY ALTERNATIVE APPROVAL PROCESS PER S.345 OF THE LOCAL GOVERNMENT ACT THIS day of 20\_\_

ADOPTED THIS day of 20\_\_

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
CORPORATE OFFICER

FILED WITH THE INSPECTOR OF MUNICIPALITIES THIS day of 20\_\_

## CAPITAL REGIONAL DISTRICT

## BYLAW NO. 4634

\*\*\*\*\*

**\* A BYLAW TO AUTHORIZE THE BORROWING OF THREE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$3,150,000) FOR THE PURPOSE OF CONSTRUCTION OF RECREATIONAL SERVICE CAPITAL PROJECTS ~~FOR RECREATION SERVICES~~ IN THE DISTRICT OF SOOKE AND THE JUAN DE FUCA ELECTORAL AREA**

\*\*\*\*\*

**WHEREAS:**

- A. Under Bylaw No. 4029, "Sooke and Electoral Area Recreation and Facilities Service Establishment Bylaw No. 1, 2016", the Capital Regional District established a service for recreational and related community programs, equipment, and facilities for the municipal participating area of the District of Sooke, and a portion of the Electoral Area of Juan de Fuca;
- B. The Board of the Capital Regional District wishes to construct recreational service capital projects for the service including a Heat Recovery System for the SEAPARC Recreation Centre and the Sooke Skate Park replacement as included in the service's capital plan;
- C. The estimated cost of the recreational service capital projects, including heat recovery capital improvements and the construction and development of a skateboard park, including expenses incidental thereto to be funded by debt servicing, is the sum of Three Million One Hundred Fifty Thousand Dollars (\$3,150,000~~);~~), which is the amount of debt intended to be authorized by this bylaw;
- D. Pursuant to Section 407(3)(b) of the *Local Government Act*, elector approval is required, and pursuant to Section 345, elector consent is to be obtained by alternative approval process;
- E. The approval of the Inspector of Municipalities is required under Section 406 of the *Local Government Act*, and
- F. Financing is proposed to be undertaken by the Municipal Finance Authority of British Columbia pursuant to agreements between it and the Capital Regional District;

**NOW THEREFORE** the Capital Regional District Board in open meeting assembled hereby enacts as follows:

1. The Board is hereby empowered and authorized to undertake and carry out or cause to be carried out the planning, study, design, supply and installation of all material, equipment and components and all construction necessary for the recreational service capital projects, including heat recovery capital projects and the construction and development of a skateboard park~~;~~, in connection with the service and to do all things necessary in connection with the recreational service capital projects and without limiting the generality of the foregoing:
  - a) to borrow upon the credit of the Capital Regional District a sum not exceeding Three Million One Hundred Fifty Thousand Dollars (\$3,150,000); and
  - b) to acquire all such real property, easements, rights-of-way, leases, licenses, rights or authorities as may be requisite or desirable for or in connection with the recreational service capital projects.

- 2. The maximum term for which debentures may be issued to secure the debt intended to be created by this bylaw is fifteen (15) years.
- 3. This Bylaw may be cited as "Sooke and Electoral Area Recreation and Facilities Service ~~2024 Capital Project~~ Loan Authorization Bylaw No. 1, ~~2024~~2025".

READ A FIRST TIME THIS	13 <sup>th</sup>	day of	November,	2024
READ A SECOND TIME THIS	13 <sup>th</sup>	day of	November,	2024
READ A THIRD TIME THIS	<del>13<sup>th</sup></del>	day of	<del>November,</del>	2024
APPROVED BY THE INSPECTOR OF MUNICIPALITIES THIS		day of		20__
APPROVED BY ALTERNATIVE APPROVAL PROCESS PER S.345 OF THE LOCAL GOVERNMENT ACT THIS		day of		20__
ADOPTED THIS		day of		20__

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
CORPORATE OFFICER

FILED WITH THE INSPECTOR OF MUNICIPALITIES THIS                      day of 20\_\_

**REPORT TO CAPITAL REGIONAL DISTRICT BOARD  
MEETING OF WEDNESDAY, FEBRUARY 12, 2025**

---

**SUBJECT**     **Regional Trestles Renewal, Trails Widening & Lighting Project – Active Transportation Fund Grant Application**

**ISSUE SUMMARY**

A Capital Regional District (CRD) Board resolution is required per the CRD's delegation bylaw for a grant application to federal Housing, Infrastructure and Communities Canada's (HICC) Active Transportation Fund (ATF) for the regional trestles renewal, trails widening and lighting project (the Project).

**BACKGROUND**

On August 9, 2023, the CRD Board approved that the Project funds (\$53.5 million) be secured by way of debt, and that staff continue to develop partnerships and pursue grant opportunities. To date the CRD has been successful in application of two grants. In September 2023, \$1.9 million was secured through the provincial Growing Communities Fund. In March 2024, \$500,000 was secured through the provincial Active Transportation Infrastructure Grants Program.

The Government of Canada has announced a program that will allocate \$3 billion annually on average beginning in 2026-27 for permanent public transit programming under the Canada Public Transit Fund, to support transit and active transportation in communities of all sizes across Canada. The objectives of the ATF include increasing active transportation use over car travel, improving public transit access through better first- and last-kilometer connections, and enhancing affordability by offering cost-effective alternatives to vehicle travel. Additionally, the ATF aims to support climate change mitigation by reducing road congestion and pollution while improving active transportation options for all, with a focus on Indigenous Peoples and equity-deserving groups to ensure accessibility for people of all ages and abilities.

According to the criteria specified in the ATF grant application, the Project qualifies as an eligible capital project, and the CRD meets the requirements as an eligible recipient. Furthermore, the Project objectives align directly with those of the ATF. As a result, the CRD is well positioned to submit a strong funding application under this grant.

In 2022, the Ministry of Transportation and Transit (MOTT), in partnership with the CRD applied to the federal ATF for a portion of the Project scope. In September 2024, MOTT and the CRD received notification that the application was unsuccessful.

For the 2025 funding cycle, the CRD will assume the lead role in submitting a revised application. The 2025 application differs from the 2022 submission in that it will encompass the full scope of the Project, including renewal of three trestles and the widening and lighting of 6 km of trail. In contrast, the 2022 application sought funding solely for improvements to the Selkirk Trestle and the widening and lighting of 2 km of trail. Additionally, a key distinction between the 2022 and 2025 applications is that the Project has now received formal approval from the CRD Board, a requirement for funding eligibility. MOTT will continue as a project partner and co-applicant, and

will seek funding for upgrades within its jurisdiction, including improvements to the lifting bascule section of the Selkirk Trestle. Ultimate recipients can receive funding of up to 60% of total eligible project costs. This could amount to a contribution of \$30 million to the Project. All projects funded under the HICC – ATF must be completed by March 31, 2030. Applications for HICC – ATF are open until February 26, 2025.

## **ALTERNATIVES**

### *Alternative 1*

That staff be directed to apply for, negotiate and, if successful, enter into an agreement with the Active Transportation Fund and do all such things necessary for accepting grant funds and overseeing grant management to implement the Project.

### *Alternative 2*

That staff not apply to the Housing, Infrastructure and Communities Canada Active Transportation Fund.

## **IMPLICATIONS**

### *Climate Implications*

The Project supports a regional effort to shift new trips and portions of existing trips from motor vehicles to walking, cycling and transit. With transportation being the largest source of regional greenhouse gas (GHG) emissions, it is critical to expand and improve the regional trail system as the region grows to support mode shift objectives that will ultimately reduce regional GHGs. Improvements to the busiest sections of the regional trails will support more people choosing active modes of travel, resulting in reduced GHG emissions. Preliminary GHG emission savings associated with active transportation infrastructure projects indicate the project could save 120 tonnes of CO<sub>2</sub>e per year.

### *Financial Implications*

The total final grant application will be for up to \$30 million. This would cover 60% of the eligible project costs with the remaining to be funded through the Growing Communities Grant, provincial Active transportation Grant, and debt. If successful in securing funds from the ATF, the CRD will be required to sign and meet conditions of a Contribution Agreement. The funds will be released from HICC according to grant claim schedule based on federal fiscal year end which is not expected to impact the timeline for project delivery.

ATF permits up to 60% of eligible costs to be covered by federal contributions, and up to 100% from all government sources (federal, provincial, municipal). If successful other grants may still be pursued for remaining costs.

### *Intergovernmental Implications*

Moving forward with separated-use pathway design with lighting and critical infrastructure repair

requires collaboration and coordination among government agencies and community partners. The CRD, MOTT and the BC Transportation Financing Authority (BCTFA) are operating within a Memorandum of Understanding (MOU) agreement established in 2015. A separate MOU agreement was established in 2021 to collaborate on the Project and implementation, with an aim to achieve active transportation targets. If the grant application is successful, the CRD and BCTFA will establish a cost-sharing agreement that aligns with the MOU.

*First Nations Implications*

The Project has been introduced to STÁUTW (Tsawout) First Nation, BOKÉCEN (Pauquachin) First Nation, x<sup>w</sup>sepsəm (Esquimalt) Nation, Songhees Nation, and to the WŚÁNEĆ Leadership Council on behalf of W JOŁEŁP (Tsartlip) and WŚÍKEM (Tseycum) First Nations, and regular updates are being provided. Feedback from the Nations to date indicates interest in understanding the archaeological and environmental implications of the Project and an expressed interest to have cultural monitors present during land altering activities. Project staff will continue to work closely with First Nations by sharing information, seeking input into design and place-making and finding mutually beneficial ways for involvement.

**CONCLUSION**

At its August 9, 2023 meeting, the CRD Board directed that the regional trestles renewal, trails widening and lighting project funds be secured by way of debt and that staff continue to develop partnerships and pursue grant opportunities. Applying to the Housing, Infrastructure and Communities Canada Active Transportation Fund will put the CRD in a position to reduce the total amount of project funding secured through debt by up to \$30 million. As such, CRD staff are seeking approval to pursue a federal Active Transportation Fund application to put towards delivery of the regional trestles renewal, trails widening and lighting project.

**RECOMMENDATION**

That staff be directed to apply for, negotiate and, if successful, enter into an agreement with the Active Transportation Fund and do all such things necessary for accepting grant funds and overseeing grant management to implement the Project.

Submitted by:	Genevieve Tokgoz, P.Eng., M.Eng., Manager, Regional Trails and Trestle Renewal, Facilities Management & Engineering Services
Concurrence:	Glenn Harris, Ph.D., R.P.Bio., Acting General Manager Parks, Recreation & Environmental Services
Concurrence:	Nelson Chan, MBA, FCPA, FCMA, Chief Financial Officer, GM Finance & IT
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer



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## REPORT TO JUAN DE FUCA WATER DISTRIBUTION COMMISSION MEETING OF TUESDAY, DECEMBER 3, 2024

---

**SUBJECT**     **Bylaw No. 4653: Ticket Information Authorization Bylaw, 1990, Amendment  
Bylaw No. 80, 2024**

### **ISSUE SUMMARY**

Bolstering compliance with Water Distribution Local Service terms and conditions by updating relevant fees and charges to deter tampering with water distribution services.

### **BACKGROUND**

Bylaw No. 1857, “Capital Regional District Ticket Information Authorization Bylaw, 1990” (MTI), provides for the enforcement of bylaws through ticketing by Capital Regional District (CRD) Bylaw Enforcement Officers.

Under Bylaw No. 2538, “Water Distribution Local Service Area Establishment Bylaw No. 1, 1997”, the Capital Regional District established a local service to supply water in the Juan de Fuca Electoral Area and Western Communities (JDF Water Service).

Bylaw No. 3889, “Water Distribution Local Service Conditions, Fees and Charges Bylaw No. 1, 2013”, indicates that it is prohibited to make new connections or alterations to any of the Waterworks belonging to CRD Integrated Water Services. Contraventions with the bylaw shall be liable upon conviction to a fine (S. 5.1).

A recent increase in tampering with service connections and operating valves on water mains has created a need for revision of enforcement practices. CRD staff have conducted compliance education efforts by issuing reminders to contractors outlining the conditions of the service bylaw as an initial attempt to reduce offences. However, senior staff have determined that additional measures are required for effective bylaw enforcement.

Bylaw No. 3889 is currently not included in Bylaw No. 1857, and this amendment proposes its addition. The proposed amendment maintains a strong focus on education and guidance, where ticketing is used only after all other attempts to obtain compliance through collaboration with the discharger have failed.

### **ALTERNATIVES**

#### *Alternative 1*

The Juan de Fuca Water Distribution Commission recommends to the Capital Regional District Board:

1. That Bylaw No. 4653, “Ticket Authorization Bylaw, 1990, Amendment Bylaw No. 80, 2024”, be introduced and read a first, second, and third time; and
2. That Bylaw No 4653 be adopted.

*Alternative 2*

That this report be referred back to staff for further review.

**IMPLICATIONS**

*Water Quality Implications*

There are water quality concerns resulting from tampering with water main valves and service connections. Unauthorized operation of valves or service connections can lead to several water quality concerns such as contamination of the water supply, backflow pollution, pressure fluctuations, and unmonitored water usage, these activities could adversely affect water quality and public health.

*Financial Implications*

There will be a small increase in revenue by increasing the fine amounts. Each service individually pays for bylaw enforcement and enforcement cost will be borne by the JDF Water Service.

**CONCLUSION**

Unauthorized tampering of the system can cause disruptions to water services, affecting the overall quality and reliability of water supply. By updating the CRD Ticket Information Authorization Bylaw with revised Water Distribution Local Service conditions and fees, staff can more effectively garner compliance and mitigate water safety concerns.

Staff will work proactively and cooperatively with businesses and residents to muster compliance with Water Distribution Local Service Area Establishment Bylaw, and ticketing will only be used after all other attempts to work with the discharger have failed.

**RECOMMENDATION**

The Juan de Fuca Water Distribution Commission recommends to the Capital Regional District Board:

1. That Bylaw No. 4653, "Ticket Authorization Bylaw, 1990, Amendment Bylaw No. 80, 2024", be introduced and read a first, second, and third time; and
2. That Bylaw No 4653 be adopted.

Submitted by:	Steve Carey, J.D., Senior Manager, Legal & Risk Management
Concurrence:	Kristen Morley, J.D., General Manager, Corporate Services & Corporate Officer
Concurrence:	Alicia Fraser, P. Eng., General Manager, Integrated Water Services
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer

**ATTACHMENT(S)**

Appendix A: Bylaw No. 4653

CAPITAL REGIONAL DISTRICT  
BYLAW NO. 4653

\*\*\*\*\*

A BYLAW TO AMEND BYLAW NO. 1857 CAPITAL REGIONAL DISTRICT TICKET INFORMATION  
AUTHORTIZATION BYLAW, 1990

\*\*\*\*\*

WHEREAS:

- A. Under Bylaw No. 3889, "Water Distribution Local Service Conditions, Fees and Charges Bylaw, No. 1, 2013", the Regional Board imposed fees and other charges consistent with the *Local Government Act* requirements;
- B. The Board wishes to amend Bylaw No. 1857, "Capital Regional District Ticket Information Authorization Bylaw, 1990", to permit enforcement of certain contraventions of Bylaw No. 3889 by means of a ticket in the form prescribed for the purpose of Division 3 of Part 8 of the *Community Charter* and to establish fine rates;

**NOW THEREFORE**, the Capital Regional District Board in open meeting assembled hereby enacts as follows:

- 1. Bylaw No. 1857, "Capital Regional District Ticket Information Authorization Bylaw, 1990" is hereby amended as follows:
  - (a) By replacing Schedule 1 item 7 in its entirety with as follows:
 

"7. Water Distribution Local Service Conditions, Fees and Charges Bylaw, No. 1, 2013	Bylaw Enforcement Officer Fire Chief Police Officer Cross-Connection Control Officer Peace Officer
--------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------
  - (b) By replacing Schedule 8 in its entirety with Schedule 8 attached as Appendix 1 to this bylaw.
- 2. This bylaw may be cited for all purposes as "Capital Regional District Ticket Information Authorization Bylaw, 1990, Amendment Bylaw No. 81, 2024".

READ A FIRST TIME THIS	day of	2024
READ A SECOND TIME THIS	day of	2024
READ A THIRD TIME THIS	day of	2024
ADOPTED THIS	day of	2024

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
CORPORATE OFFICER

APPENDIX 1

**SCHEDULE 8 TO BYLAW 1857**

**CAPITAL REGIONAL DISTRICT  
BYLAW NO. 3889**

WATER DISTRIBUTION LOCAL SERVICE CONDITIONS, FEES AND CHARGES BYLAW, NO. 1, 2013

<b>WORD OR EXPRESSIONS DESIGNATING OFFENCE</b>	<b>SECTION</b>	<b>FINE</b>
1. Service Connection to Waterworks without approval	6.4	\$200
2. Unauthorized connections to Waterworks	6.5	\$200
3. Booster pump without authorization	8.5	\$100
4. Unauthorized use of Fire Connection	14.2	\$600
5. Installation of a shut off valve or outlet to the Service Connection	29.2	\$200
6. Tamper with water meters	31	\$500
7. Failure to maintain clear access to the water meter	32.1	\$200
8. Failure to act as directed under section 34.1	34.2	\$200
9. Unauthorized use of hydrant or standpipe	37.1	\$600
10. Unauthorized connection to, or use of water from the Waterworks	69.4	\$200
11. Unauthorized connection of multiple Units to a single Service Connection	70.1	\$200
12. Unauthorized operation, maintenance, or repair of the Waterworks	79.2	\$200
13. Unauthorized tampering or alterations of the Waterworks	80.1	\$500
14. Unauthorized operation changes to any valve or curb stop	80.2	\$200
15. Connection of a disturbance or damage causing apparatus	90.1	\$200
16. Cause of damage to Waterworks or Service Connections	102.1	\$500
17. Obstruction of personnel in the performance of their duties	104.2	\$250



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**REPORT TO THE CAPITAL REGIONAL DISTRICT BOARD  
MEETING OF WEDNESDAY, FEBRUARY 12, 2025**

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**SUBJECT**     **Public Hearing Report on Bylaw No. 4518, “Juan de Fuca Land Use Bylaw, 1992, Amendment Bylaw No. 158, 2022”**

**ISSUE SUMMARY**

To receive the Report of the Public Hearing held November 12, 2024, for proposed Bylaw No. 4518, and to consider Bylaw No. 4518 for third reading.

**BACKGROUND1**

At its meeting of September 11, 2024, the Capital Regional District (CRD) Board gave first and second reading to Bylaw No. 4518, “Juan de Fuca Land Use Bylaw, 1992, Amendment Bylaw No. 158, 2022” and passed a resolution to delegate authority to the Regional Director to hold a public hearing with respect to Bylaw No. 4518.

Bylaw No. 4518 (Appendix A) will amend Bylaw No. 2040, "Juan de Fuca Land Use Bylaw, 1992", by deleting the subject property from the Forestry Zone (AF) and adding it to the Rural Commercial Recreation Zone (Campground) Zone (CR-2) for the purpose of permitting cabins; campsites; staff accommodation; office and reception space combined with a convenience store and a caretaker dwelling unit; and accessory and utility buildings.

A public hearing was held for Bylaw No. 4518 on November 12, 2024. Nine members of the public attended the hearing. Seven members of the public spoke to the application. Seven written public hearing submissions were received prior to the close of the public hearing. Written public hearing submissions were provided to the Board prior to the close of the public hearing through the CRD Board Correspondence Portal. The Report of the Public Hearing is attached as Appendix B.

**ALTERNATIVES**

*Alternative 1*

- 1) That the minutes that form the Report of the Public Hearing for Bylaw No. 4518, “Juan de Fuca Land Use Bylaw, 1992, Amendment Bylaw No. 158, 2022”, which are certified as a fair and accurate summary of the representations that were made at the public hearing held on November 12, 2024, for Bylaw No. 4518, be received;
- 2) That Bylaw No. 4518 be read a third time; and
- 3) That prior to adoption of Bylaw No. 4518:
  - a. A commercial access permit be issued by the Ministry of Transportation and Infrastructure; and
  - b. The landowner provide an amenity contribution by registering a statutory right-of-way adjacent to West Coast Road in favour of the Capital Regional District for the purpose of establishing a public trail, and that staff be directed to ensure that all conditions are satisfied towards completion and registration.

*Alternative 2*

That the minutes that form the Report of the Public Hearing for Bylaw No. 4518, which are certified as a fair and accurate summary of the representations that were made at the public hearing held on November 12, 2024, for Bylaw No. 4518, “Juan de Fuca Land Use Bylaw, 1992, Amendment Bylaw No. 158, 2022”, be received.

## **IMPLICATIONS**

### *Regional Growth Strategy Implications*

Section 445 of the *Local Government Act (LGA)* requires that all bylaws adopted by a regional district board after the board has adopted a Regional Growth Strategy (RGS) be consistent with the RGS. In accordance with CRD policy, where a zoning bylaw amendment that applies to land within the Shirley–Jordan River Official Community Plan (OCP) area is consistent with the OCP, it does not proceed to the full CRD Board for a determination of consistency with the RGS. The proposed rezoning is consistent with the policies of the Shirley–Jordan River OCP.

### *Referral Process Implications*

Bylaw No. 4518 was referred to external agencies, the Shirley–Jordan River Advisory Planning Commission (APC) and to CRD departments in January 2023. Referral comments were returned and the CRD Board gave first and second reading to Bylaw No. 4518 at its meeting on September 11, 2024.

### *Land Use Implications*

The Shirley-Jordan River OCP designates the subject properties as Coastal Upland. The intent of the Coastal Upland land use designation is to support the continued use of such lands for forestry. Lands in this designation consist primarily of parcels enrolled in the Private Managed Forest Land (PMFL) program or zoned for forestry uses. If lands are removed from the PMFL program, then uses such as low-impact recreation and low-impact tourism are supported. Community parks, single-family residential, and agriculture are also supported in this designation.

Development proposals should demonstrate that community values can be protected and implemented subject to the criteria outlined by the OCP, including geotechnical constraints, protection of environmental and culturally significant features, emergency planning, appropriate scale of development, provision of adequate setbacks and vegetated buffers, and protection of lands that are considered regionally or locally significant. Where the OCP provides flexibility on terminology such as low-impact tourism, metrics can be established in proposed zones through the referral process and public consultation and comment.

Comments received through the referral process conveyed that the scale, assembly use, and tourism accommodation density presented in the initial proposal were inconsistent with low-impact tourism. It was also recommended that additional information be provided to better inform the proposed zone and stipulate regulations to address the noted concerns. In particular, the APC did not support the initial application and recommended that the proponent reduce the scale of potential development, provide clearer and contextually appropriate conditions for the assembly use, and address the environmental; emergency management; traffic; and local amenity impact concerns expressed by the community.

The revised proposal maintains permissions for a campground that includes camping spaces, tourist cabins; staff accommodation; a convenience store; one caretaker dwelling; and one one-family dwelling. However, in response to the referral process, the permitted tourist accommodation density has been reduced from 2 camping spaces per hectare and a maximum of 100 camping spaces to 0.9 camping spaces per hectare (55% decrease) and a maximum of 64 camping spaces per parcel (36% decrease), and from 2 tourist cabins per hectare and a maximum of 20 cabins per parcel, to 0.3 tourist cabins per hectare (85% decrease) and a maximum of 23 tourist cabins per parcel (23% decrease). This represents an overall average decrease of approximately 50%.

The applicant has removed assembly use from the proposal and submitted a separate temporary use permit (TUP) application (TP000013) with conditions to establish a gathering space at a scale

intended to address the concerns expressed by the APC. The initial application intended for the assembly use to also encompass spaces for play and leisure related outdoor recreation activities commonly associated with a campground. With the removal of assembly use, the proposed zone intends to accommodate those outdoor recreation activities by permitting an outdoor recreation facility accessory use to permit parks, trails, open spaces, playing fields, and playgrounds as part of a commercial campground.

In response to comments from the JdF EA Parks and Recreation Advisory Commission, the proposal offers a public trail amenity contribution in the form of a statutory right-of-way through the property along West Coast Road, connecting Jordan River (Sandcut) Regional Park to lands to the east.

The proposal included an Environmental Report, Geotechnical Report, Wildfire Report, Emergency Plan, historical information, and a Water Supply Assessment, which were considered by the CRD Board at its meeting of September 11, 2024.

Some members of the public expressed concern that a commercial campground would generate additional traffic impacting West Coast Road, which is the only route connecting the local area to other communities. The Ministry of Transportation and Transit advised that future development would require a commercial access permit. Staff recommend that adoption of Bylaw No. 4518 be withheld pending approval of the commercial access permit by the Province.

The Archaeology Branch, CRD Archaeology, and T'Sou-ke First Nation emphasized that while there are no recorded archaeological sites, it is anticipated that the shoreline areas are of high potential; therefore, investigation by an Archaeologist is recommended. The geotechnical report identified that some of those shoreline areas are unsuitable for development, and that further geotechnical study would be necessary prior to development. In response to these comments and the information provided by the reports, the proponent has reduced the scale of development near shoreline areas. Buildings and structures adjacent to the sea will also be required to meet a 9 m setback from the shoreline property boundary and all future development will be required to comply with the requirements of the *Heritage Conservation Act*, including the potential requirement for a permit, as outlined by the Archaeological Branch.

Comments from the JdF EA Parks and Recreation Advisory Commission address public safety, recreation opportunities and connectivity along West Coast Road by recommending the establishment of a roadside trail. The applicant has committed to providing a statutory right-of-way in favour of the CRD for a roadside trail connecting the adjacent Jordan River Regional Park with land to the east as an amenity contribution should Bylaw No. 4518 proceed. Such a trail would separate pedestrians, cyclists and other users from highway traffic, and potentially reduce vehicle trips generated by campground patrons. Staff note that there is opportunity to extend the trail corridor along the frontage of the adjoining property to the east through the park dedication requirements related to an active subdivision application.

Staff are of the opinion that the revised proposal is aligned with the Coastal Uplands land use designation and broader OCP policies.

#### *Future Development Procedures and Approvals*

Should proposed Bylaw No. 4518 proceed, future development involving building construction will require the issuance of building permits, as well as development permit applications where land alteration or building construction occurs within designated development permit areas. Geotechnical, Environmental, and Archaeological concerns would be addressed at that time.

The CRD Board gave the bylaw second reading and passed a resolution to delegate authority to the Regional Director to hold a public hearing with respect to Bylaw No. 4518 at its meeting of

September 11, 2024. Nine members of the public attended the hearing. Seven members of the public spoke to the application. Seven written public hearing submissions were received prior to the close of the public hearing. Written public hearing submissions were provided to the Board through the Correspondence Portal as part of its consideration of the Report of Public Hearing. Staff recommend that the proposed bylaw be given third reading.

**CONCLUSION**

The purpose of Bylaw No. 4518 is to amend the Juan de Fuca Land Use Bylaw, 1992, Bylaw No. 2040 by rezoning the subject property from AF to CR-2. Proposed Bylaw No. 4518 has been read a second time and a public hearing for Bylaw No. 4518 was held on November 12, 2024. Staff recommend that the minutes of the public hearing be received, and that the proposed bylaw be given third reading. Staff further recommend that prior to adoption of the Bylaw, a commercial access permit be issued by the Ministry of Transportation and Transit and that the landowner provide an amenity contribution by registering a statutory right-of-way adjacent to West Coast Road in favour of the Capital Regional District for the purpose of establishing a public trail, and that staff be directed to ensure that all conditions are satisfied towards completion and registration.

**RECOMMENDATIONS**

- 1) That the minutes that form the Report of the Public Hearing for Bylaw No. 4518, “Juan de Fuca Land Use Bylaw, 1992, Amendment Bylaw No. 158, 2022”, which are certified as a fair and accurate summary of the representations that were made at the public hearing held on November 12, 2024, for Bylaw No. 4518, be received;
- 2) That Bylaw No. 4518 be read a third time; and
- 3) That prior to adoption of Bylaw No. 4518:
  - a. A commercial access permit be issued by the Ministry of Transportation and Infrastructure; and
  - b. The landowner provide an amenity contribution by registering a statutory right-of-way adjacent to West Coast Road in favour of the Capital Regional District for the purpose of establishing a public trail, and that staff be directed to ensure that all conditions are satisfied towards completion and registration.

Submitted by:	Iain Lawrence, MCIP, RPP, Senior Manager, JdF Local Area Services
Concurrence:	Kevin Lorette, P.Eng., MBA, General Manager, Housing, Planning & Protective Services
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer

**ATTACHMENTS**

- Appendix A: Proposed Bylaw No. 4518
- Appendix B: Report of the Public Hearing November 12, 2024

Appendix A: Proposed Bylaw No. 4518

**CAPITAL REGIONAL DISTRICT  
BYLAW NO. 4518**

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**A BYLAW TO AMEND BYLAW NO. 2040, THE "JUAN DE FUCA LAND USE BYLAW, 1992"**

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The Capital Regional District Board, in open meeting assembled, enacts as follows:

1. Bylaw No. 2040 being the "Juan de Fuca Land Use Bylaw, 1992" is hereby amended as follows:

**A. SCHEDULE A, PART 2 - ZONING DISTRICTS**

- (a) By deleting the section 23.0 Rural Commercial Recreation (Campground) Zone – CR-2 and replacing it with the new 23.0 Rural Commercial Recreation (Campground) Zone – CR-2 as follows:

**23.0 RURAL COMMERCIAL RECREATION (CAMPGROUND) ZONE – CR-2**

**23.01 Permitted Uses**

In addition to the uses permitted by Section 4.15 of Part 1 of this Bylaw, the following uses and no others shall be permitted in the Rural Commercial Recreation (Campground) CR-2 Zone:

- (a) Campground;
- (b) Tourist Cabin;
- (c) One-family dwelling.

**23.02 Permitted Accessory Uses**

In addition to the uses permitted by Section 23.01 of Part 2 of this Bylaw, the following Accessory Uses in conjunction with a permitted Principal Use and no others shall be permitted in the Rural Commercial Recreation (Campground) CR-2 Zone:

- (a) Convenience store accessory to a campground use;
- (b) Outdoor recreation facilities pursuant to Part 2, Subsection 23.10;
- (c) Staff accommodation pursuant to Part 2, Subsection 23.10;
- (d) Caretaker dwelling unit.

**23.03 Minimum Lot Size for Subdivision Purposes**

- (a) The minimum lot size for subdivision purposes is no less than 4.0 ha.

**23.04 Density**

- (a) One one-family dwelling per parcel;
- (b) 23 tourist cabins per parcel or 0.3 tourist cabins per hectare, whichever is less;
- (c) 64 camping spaces per parcel or 0.9 camping spaces per hectare; whichever is less;
- (d) One convenience store per parcel;
- (e) One Caretaker dwelling unit per parcel.

**23.05 Height**

- (a) Maximum height shall be 11.0 m for the dwelling unit and 6.0 m for all other principle buildings, structures and uses.

CRD Bylaw No. 4518

2

- 23.06 Lot Coverage** (a) Maximum lot coverage shall be 10 percent.
- 23.07 Setback Requirements** (a) All camping spaces, buildings, and structures must be setback a minimum of 9.0 m from every parcel line; and 50.0 m from the boundary of land designated as park.
- 23.08 Separation Space** (a) All camping spaces and tourist cabins must be individual or freestanding; separated by a minimum of 9.0 m measured from the outside surface of the nearest exterior wall of a building or structure; and the outermost edge of an area cleared of trees and other vegetation for a camping space or other outdoor uses.
- 23.09 Screening** (a) A vegetative screen of not less than 50.0 m is required from the lot lines of parcels designated as park.

**23.10 Definitions**

- (a) For the purpose of the *RURAL COMMERCIAL RECREATION (CAMPGROUND) ZONE - CR-2*, the following definitions apply:

**Staff Accommodation** means the accessory use of tourist cabins, for the accommodation of employees.

**Outdoor Recreation Facility** means a recreation infrastructure activity undertaken outdoors as a portion of, or related to, a private commercial enterprise and includes parks, trails, open space, playing fields, and playgrounds.

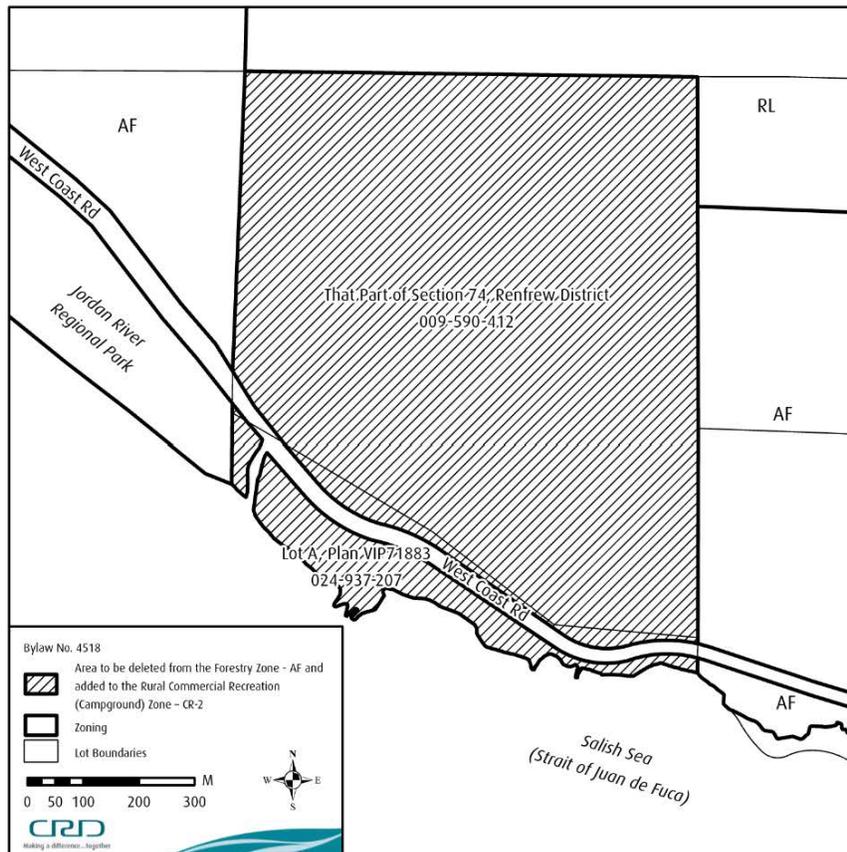
CRD Bylaw No. 4518

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**B. SCHEDULE B, ZONING MAPS**

- (a) By deleting LOT A SECTION 74 RENFREW DISTRICT PLAN VIP71883 from the Forestry zone - AF, and adding to the Rural Commercial Recreation (Campground Zone) - CR-2, as shown in Plan No. 1.
- (b) By deleting THAT PART OF SECTION 74, RENFREW DISTRICT LYING TO THE NORTH OF THE NORTHERLY BOUNDARY OF PLAN 109RW from the Forestry zone - AF, and adding to the Rural Commercial Recreation (Campground Zone) - CR-2, as shown in Plan No. 1.

Plan No. 1 of Bylaw No. 4518, an amendment to Bylaw No. 2040



CRD Bylaw No. 4518 4

2. This Bylaw may be cited as "Juan de Fuca Land Use Bylaw, 1992, Amendment Bylaw No. 158, 2022".

READ A FIRST TIME THIS	day of	2024
READ A SECOND TIME THIS	day of	2024
READ A THIRD TIME THIS	day of	2024
ADOPTED THIS	day of	2024

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
CORPORATE OFFICER

Appendix B: Report of the Public Hearing

**REPORT OF PUBLIC HEARING**  
held at the Shirley Community Hall  
2795 Sheringham Point Road, Shirley, BC  
November 12, 2024, at 7:00 pm

**SUBJECT:** **BYLAW NO. 4518**, cited as “Juan de Fuca Land Use Bylaw, 1992, Amendment Bylaw No. 158, 2022”

**PRESENT:** **Director A. Wickheim**, Chair by Resolution of the Capital Regional District Board on Wednesday, September 11, 2024  
**CRD Staff:** D. Lucas, Planner, Juan de Fuca Local Area Services;  
W. Miller, Recorder

**PURPOSE OF THE HEARING:**

Bylaw No. 4518 will amend Bylaw No. 2020, "Juan de Fuca Land Use Bylaw, 1992," by deleting Lot A, Section 74, Renfrew District, Plan VIP71883; and That Part of Section 74, Renfrew District Lying to the North of the Northerly Boundary of Plan 109RW from the Forestry Zone (AF) and adding to the Rural Commercial Recreation Zone (Campground) Zone (CR-2) for the purpose of permitting cabins; campsites; staff accommodation; office and reception space combined with a convenience store and a caretaker dwelling unit; and accessory and utility buildings.

**NOTICE:** Notice was published on the CRD website on November 1, 2024, and in the Sooke News Mirror on November 7, 2024.

**ATTENDANCE:** 9

The Chair provided a Territorial Acknowledgement.

The Chair declared the public hearing open at 7:00 pm.

The guidelines and procedures of the public hearing and the Notice of Public Hearing were read to those present.

Seven members of the public spoke to the application. Seven written public hearing submissions were received prior to the close of the public hearing.

**Summary of Verbal and Written Representations**

Comment on recreation:

- the Official Community Plan supports dispersal of recreational businesses
- proposed campground would result in a concentrated, high-density recreational business
- the campgrounds at French Beach, Jordan River and China Beach are at capacity
- there is interest in more campground opportunities
- the campground will provide a close to home destination for residents of the CRD
- the campground will connect people to nature

Comment on enforcement:

- a private campground does not have the same enforcement authority as the provincial campgrounds in the community

Comment on emergency servicing:

- subject property is not close to ambulance/hospital service
- the Shirley Volunteer Fire Department is directly involved with approving onsite firefighting infrastructure
- the applicant has been actively clearing deadfall and thinning and limbing trees to reduce fire risk
- onsite campfire use will be monitored by campground staff
- a regulated campground would provide a safer venue than unregulated camping on forestry lands

Comment on traffic:

- the campground would reduce day trips into and out of the community by providing overnight accommodation

Comment on economic impact:

- the campground proposal will attract more visitors to the community which will benefit local businesses

Comment on the natural environment:

- density proposed by the campground will have less impact than a residential development
- a campground would avoid another cut block or Airbnb subdivision
- the scale of the campground has been reduced by the applicant
- support for removing the waterfront lot (PID 024-937-207) from the campground proposal as the waterfront lot is adjacent to Jordan River Regional Park which is a wilderness park
- the applicant intends to build out the property slowly
- build out will be predicated on the availability of water

The Chair called three times for further discussion on the bylaw and hearing none closed the public hearing on Bylaw No. 4518 at 7:24 pm.

CHAIR, Director A. Wickheim
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**REPORT TO ELECTORAL AREAS COMMITTEE  
MEETING OF WEDNESDAY, FEBRUARY 12, 2025**

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**SUBJECT**     **Bylaw No. 4654: CRD Ticket Information Authorization Bylaw, 1990, Amendment Bylaw No. 82, 2025 and Bylaw No. 4656: Water Regulations Bylaw, 1990, Amendment Bylaw No. 1, 2025**

**ISSUE SUMMARY**

Bylaw No. 1792, “Water Regulations Bylaw, No. 1, 1990”, a bylaw regulating local water service connections, is not included in the Regional District’s Ticket Information Bylaw.

**BACKGROUND**

Bylaw No. 1792, “Water Regulations Bylaw, No. 1, 1990”, imposes rules for the provision, operation, and administration of all local water services for the supply, treatment, conveyance, storage, and distribution of water for those services wholly contained within a single Electoral Area. Together with various fee and charge bylaws, it sets out the rules relating to connection, disconnection, and application for connection to the various local water services.

While tampering and unlawful connections have not historically been a problem, a recent illegal connection on Salt Spring Island resulted in a boil water advisory that affected a neighborhood. When examining enforcement options, it was discovered Bylaw No. 1792 is not included in Bylaw No. 1857, “Capital Regional District Ticket Information Authorization Bylaw, 1990”, which permits the enforcement of bylaws by ticket. Without inclusion in Bylaw No. 1857, the primary options for enforcement are statutory injunction, long-form offence, and civil action, which are more costly than a ticket for both the CRD and the property owner.

The proposed amendment makes minor updates to Bylaw No. 1792 to make clear it applies to all local electoral area water services, excepting the Juan de Fuca Water Distribution Service under Bylaw No. 3889, “Water Distribution Local Service Conditions, Fees and Charges Bylaw No. 1, 2023”, and the corresponding amendments to Bylaw No. 1857 permit tickets to be issued for offences. As always, enforcement typically begins with education and guidance, and ticketing is usually used only after all other attempts to obtain compliance have failed.

**ALTERNATIVES**

*Alternative 1*

The Electoral Areas Committee recommends to the Capital Regional District Board:

1. That Bylaw No. 4654, “Capital Regional District Ticket Information Authorization Bylaw, 1990, Amendment Bylaw No. 82, 2025”, be introduced and read a first, second, and third time;
2. That Bylaw No. 4654 be adopted;
3. That Bylaw No. 4656, “Water Regulations Bylaw, 1990, Amendment Bylaw No. 1, 2025”, be introduced and read a first, second, and third time; and
4. That Bylaw No. 4656 be adopted.

*Alternative 2*

That this report be referred back to staff for further review.

**IMPLICATIONS**

*Water Quality Implications*

Water quality concerns result from tampering with water connections. Tickets are a quick and effective way to obtain compliance, should this become an issue in future.

*Service Delivery Implications*

Including a specific list of applicable local water services will help to define the scope of the CRD Water Regulation Bylaw. This update aims to facilitate bylaw enforcement.

**CONCLUSION**

Unauthorized tampering of water systems can cause disruptions to water services, affecting the overall quality and reliability of water supply, and impact public health. By updating the CRD Ticket Information Authorization Bylaw with revised water regulation conditions and fees, staff can more effectively garner compliance and mitigate water safety concerns.

**RECOMMENDATION**

The Electoral Areas Committee recommends to the Capital Regional District Board:

1. That Bylaw No. 4654, “Capital Regional District Ticket Information Authorization Bylaw, 1990, Amendment Bylaw No. 82, 2025”, be introduced and read a first, second, and third time;
2. That Bylaw No. 4654 be adopted;
3. That Bylaw No. 4656, “Water Regulations Bylaw, 1990, Amendment Bylaw No. 1, 2025”, be introduced and read a first, second, and third time; and
4. That Bylaw No. 4656 be adopted.

Submitted by:	Steve Carey, J.D., Senior Manager, Legal and Risk Management
Concurrence:	Alicia Fraser, P. Eng., General Manager, Integrated Water Services
Concurrence:	Kristen Morley, J.D., General Manager, Corporate Services & Corporate Officer
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer

**ATTACHMENTS**

- Appendix A: Bylaw No. 4654
- Appendix B: Bylaw No. 4656
- Appendix C: Bylaw No. 1792 – Consolidation to 4656

CAPITAL REGIONAL DISTRICT
BYLAW NO. 4654

\*\*\*\*\*

A BYLAW TO AMEND BYLAW NO. 1857 CAPITAL REGIONAL DISTRICT TICKET INFORMATION
AUTHORTIZATION BYLAW, 1990

\*\*\*\*\*

WHEREAS:

- A. Under Bylaw No. 1792, "Water Regulations Bylaw, No. 1, 1990", the Regional Board imposed rules for the provision, operation and administration of all local services established for the supply, treatment, conveyance, storage and distribution of water;
B. The Board wishes to amend Bylaw No. 1857, "Capital Regional District Ticket Information Authorization Bylaw, 1990", to permit enforcement of certain contraventions of Bylaw No. 1792 by means of a ticket in the form prescribed for the purpose of Division 3 of Part 8 of the Community Charter and to establish fine rates;

NOW THEREFORE, the Capital Regional District Board in open meeting assembled hereby enacts as follows:

- 1. Bylaw No. 1857, "Capital Regional District Ticket Information Authorization Bylaw, 1990" is hereby amended as follows:
(a) By replacing Schedule 1 item 13 in its entirety with as follows:
13. Water Regulations Bylaw, No. 1, 1990 Bylaw Enforcement Officer
Fire Chief
Police Officer
Peace Officer
(b) By replacing Schedule 14 in its entirety with Schedule 14 attached as Appendix A to this bylaw.
2. This bylaw may be cited for all purposes as "Capital Regional District Ticket Information Authorization Bylaw, 1990, Amendment Bylaw No. 82, 2025".

READ A FIRST TIME THIS day of 202\_
READ A SECOND TIME THIS day of 202\_
READ A THIRD TIME THIS day of 202\_
ADOPTED THIS day of 202\_

CHAIR

CORPORATE OFFICER

APPENDIX A

**SCHEDULE 14 TO BYLAW 1857**

**CAPITAL REGIONAL DISTRICT  
BYLAW NO. 1792**

WATER REGULATIONS BYLAW, NO. 1, 1990

<b>WORD OR EXPRESSIONS DESIGNATING OFFENCE</b>	<b>SECTION</b>	<b>FINE</b>
1. Unauthorized connection to Waterworks	4	\$200
2. Unauthorized use of water supplied by Waterworks	5 (a)	\$200
3. Failure to follow Board direction pertaining to water use	5 (b)	\$200
4. Tamper, operate, or remove Water connections or fixtures	6 (a)	\$500
5. Damage or alter Water connections or fixtures	6 (b)	\$500
6. Unauthorized use of fire connections, hydrants or standpipes	7	\$600
7. Waste of water	8	\$200
8. Obstruction of fire connections, hydrants or standpipes	9 (a)	\$600
9. Failure to pay fees associated with removal of obstruction	9 (b)	\$500
10. Unauthorized connection of multiple units to a single Service Connection	16	\$200
11. Unauthorized installation of Service Connection	19	\$200
12. Failure to pay turn-on or turn-off fee	22 (b)	\$250
13. Unauthorized turn-on or turn-off of water supply	22 (c)	\$500
14. Connection of an independent water supply to CRD Service Connection	25	\$500
15. Failure to comply with Section 27	27	\$500
16. Obstruction of access to personnel in the performance of their duties	9	\$250

**CAPITAL REGIONAL DISTRICT  
BYLAW NO. 4656**

\*\*\*\*\*

**A BYLAW TO AMEND THE WATER REGULATIONS BYLAW (BYLAW NO. 1792)**

\*\*\*\*\*

**WHEREAS:**

- A. Under Bylaw No. 1792, "Water Regulations Bylaw, No. 1, 1990", the Regional Board imposed rules for the provision, operation and administration of all local services established for the supply, treatment, conveyance, storage and distribution of water;
- B. The Board wishes to amend Bylaw No. 1792, "Water Regulations Bylaw No. 1, 1990", to clearly define which local water services Bylaw No. 1792 applies to and make minor housekeeping amendments consistent with modern bylaws;

**NOW THEREFORE**, the Capital Regional District Board in open meeting assembled hereby enacts as follows:

1. Bylaw No. 1792, "Water Regulations Bylaw No. 1, 1990" is hereby amended as follows:

(a) By amending section 1.1 to include the following:

This bylaw applies to all water services except those outlined in Bylaw No. 3889, "Water Distribution Local Service Conditions, Fees and Charges Bylaw No. 1, 2013".

(b) By amending section 2 to replace the definition of "Building Bylaw" with the following definition:

"Building Bylaw" means Bylaw No. 3741, "Building Regulation Bylaw No. 5, 2010".

(c) By amending section 2 to replace the definition of "Chief Building Inspector" with the following definition:

"Chief Building Inspector" means the Chief Building Inspector of the District and includes any person acting on their behalf.

(d) By amending section 2 to replace the definition of "Chief Engineer" with the following definition:

"Chief Engineer" means the General Manager, Infrastructure and Water Services of the Regional District and includes any person appointed or designated by them to act on their behalf.

(e) By replacing section 13 with the following:

- a) A person who wishes a Service Connection to the system shall make an application to the Regional District.
- b) The application shall be made on the form prescribed by CRD from time-to-time and signed by the Applicant.

c) Where there is more than one registered owner of the land, each owner must consent to the application.

(f) By replacing section 14 with the following:

The Applicant shall, at the time of making an application for a Service Connection, pay the service connection fee as prescribed in the applicable Bylaw imposing fees and other charges for the Service where the parcel to be supplied with water is located.

(g) By amending section 22, subsection b) as follows:

Prior to the turn-on and turn-off the Consumer shall pay to the Regional District the fee prescribed in the Bylaw imposing fees and other charges for the Service where the parcel supplied with water is located.

(h) By replacing section 23 with the following:

When a serviced Property is abandoned and the owner of the Property wishes to discontinue the water supply he shall notify the Regional District and the Regional District may, at its earliest convenience, turn off the water at the Curb Stop and disconnect and cap-off the Consumer Supply Line. Prior to the turn-off the owner shall pay the turn-off fee prescribed in the applicable Bylaw imposing fees and other charges for the Service in which the property is located.

(i) By replacing section 24 with the following:

A Consumer shall take all reasonable precautions to ensure that a Consumer Supply Line does not freeze. Property owners may request turnoffs for dwellings left unoccupied during winter months and turn-ons when required for reoccupation. Prior to the turn-on or turn-off, the owner shall pay the fee prescribed in the applicable Bylaw imposing fees and other charges for the Service in which the Property is located.

(j) By replacing section 26 with the following:

A Consumer shall keep the works on their premises in good order and repair. No person shall permit the consumer supply line or plumbing connected to it to leak. If on inspection, authorized Regional District personnel find a leak or leaks in the consumer supply line or plumbing connected thereto, they will instruct the consumer to repair the leak(s) within thirty days. If these repairs are not done by the consumer within the thirty days, or, if in the opinion of the Regional District, the work must be conducted immediately, the Regional District may have this work done and charge the cost of such repairs to the consumer.

(k) By deleting Schedule A in its entirety.

2. This bylaw may be cited for all purposes as "Water Regulations Bylaw No.1, 1990, Amendment Bylaw No. 1, 2025"

READ A FIRST TIME THIS	th	day of	20__
READ A SECOND TIME THIS	th	day of	20__
READ A THIRD TIME THIS	th	day of	20__
ADOPTED THIS	th	day of	20__

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
CORPORATE OFFICER



Making a difference...together

## BYLAW NO. 1792

# CAPITAL REGIONAL DISTRICT WATER REGULATION BYLAW, 1990

### **Consolidated for Public Convenience (This bylaw is for reference purposes only)**

ORIGINALLY ADOPTED February 27, 1990  
(Consolidated with Amending Bylaw 4656)

For reference to original bylaws or further details, please contact the Capital Regional District,  
Legislative Services Department, 625 Fisgard St., PO Box 1000, Victoria BC V8W 2S6  
T: (250) 360-3127, F: (250) 360-3130, Email: [legserv@crd.bc.ca](mailto:legserv@crd.bc.ca), Web: [www.crd.bc.ca](http://www.crd.bc.ca)

CAPITAL REGIONAL DISTRICT  
BYLAW NO. 1792

\*\*\*\*\*

A BYLAW TO RULES FOR THE PROVISION, OPERATION AND ADMINISTRATION OF THE  
LOCAL SERVICES FOR THE SUPPLY OF WATER

\*\*\*\*\*

WHEREAS the Capital Regional District may be bylaw under section 786(1)(c) of the Municipal Act make rules for the provision, operation and administration of a service and for the management and maintenance of property under its control and may set conditions respecting use of that property and access to it.

AND WHEREAS the Capital Regional District may, under section 791 of the Municipal Act where the Board has established a local service in a service area and ha the power to regulate persons or property, exercise such power within each electoral area within the appropriate service area.

AND WHERAS the Board of the Capital Regional District has deemed it necessary to make rules for the provision, operation and administration of all local services established by it for the supply, treatment, conveyance, storage and distribution of water including the regulation of persons and their property in relation to such services.

NOW THEREFORE, the Capital Regional District Board in open meeting assembled hereby enacts as follows:

1. TITLE:

This Bylaw may be cited as "Water Regulations Bylaw No. 1, 1990."

1.1 APPLICATION:

This Bylaw applies to all water services except those outlined in Bylaw No. 3889, "Water Distribution Local Service Conditions, Fees and Charges Bylaw No. 1, 2013".

(Bylaw No. 4656)

PART I - INTERPRETATION

2. INTERPRETATION:

In this Bylaw, unless the context otherwise requires:

"Applicant" means an owner or his agent making application for a service connection to provide him with a supply of water from the System.

"Building Bylaw" means Bylaw No. 3741, "Building Regulation Bylaw No. 5, 2010".

(Bylaw No. 4656)

"Board" means the Regional Board of the Regional District.

"Chief Building Inspector" means the Chief Building Inspector of the District and includes any person acting on their behalf.

(Bylaw No. 4656)

"Chief Engineer" means the General Manager, Infrastructure and Water Services of the Regional District and includes any person appointed or designated by them to act on their behalf.

(Bylaw No. 4656)

## Bylaw No. 1792

"Consumer" means a person to whom water is supplied under this Bylaw.

"Curb Stop" means a shut-off valve installed by the Regional District with a protective housing to the surface of the ground and located within a highway or Regional District or Municipal Right-of-Way or Easement at the property line of a Consumer.

"Consumer Supply Line" means the water supply pipeline and all valves, connections, taps, meters and other appurtenances connecting a Curb Stop at the property line to a building or structure on the property of a Consumer.

"Local Service Area" means the Local Service Area created and authorized by Bylaw of the Regional District for the purpose of supplying water to a Consumer.

"Parcel of Land" means any lot, block or other area in which, land is held or into which it is subdivided, but does not include a highway.

"Premises" includes land, buildings and structures.

"Regional District" means the Capital Regional District.

"Service Connection" means a pipe and all necessary valves, connections and other appurtenances necessary to and actually used to connect a Water Main to a Curb Stop at the property line.

"System" means the water supply, storage and distribution system of a Local Service Area owned and operated by the Regional District.

"Waterworks Extension" means an installation requiring the construction of a Water Main from an existing Water Main, but does not include a Service Connection or a Consumer Supply Line.

"Water Main" means the water supply pipeline in a highway or Regional District or Municipal Right-of-Way or Easement being part of the System.

### PART II – USE OF WATERWORKS SYSTEM

#### 3. CONDITIONS OF SUPPLY

It is a term and condition of the supply of water that the Regional District shall not be liable for any injury, damage or loss, including economic loss, to any person or property:

- a) arising or occurring from the use of water from the System;
- b) resulting from a failure of water supply to any Customer;
- c) resulting from any impurity, lack of pressure, increased supply pressure, or other condition affecting the water supplied by the System.

#### 4. ILLEGAL CONNECTIONS

No person shall connect or allow to be connected or allow to remain connected to the System, any Premises without first obtaining the required permits or written authorization from the Chief Engineer and in accordance with the provisions of this Bylaw.

#### 5. ILLEGAL USE

## **Bylaw No. 1792**

- a) No person shall use or allow to be used water supplied by the System except in accordance with the provisions of this Bylaw.
- b) No person shall use or allow to be used water supplied by the System contrary to a direction of the Board under Section 12 of this Bylaw.

### **6. TAMPERING WITH THE SYSTEM**

- a) No person shall tamper with, operate, remove or make any alteration or connection to any hydrant, standpipe, meter, Curb Stop, valve, pumping station, reservoir chamber, or other fixture or appurtenance connected with the System without first obtaining the required permits or written authorization from the Chief Engineer.
- b) No person shall willfully damage, destroy, uncover, deface or otherwise tamper with any part of the System.

### **7. USE OF FIRE HYDRANT OR STANDPIPE**

No person, except a member of a fire department or an employee of the Regional District acting in the course of his duties, shall make use of any fire hydrant or standpipe.

### **8. WATER WASTE**

No person shall waste or allow to be wasted the water from the System.

### **9. OBSTRUCTION OF ACCESS**

- a) No person shall obstruct at any time or in any manner the access to any hydrant, standpipe, valve, Curb Stop, or other fixture connected to the System.
- b) If any person obstructs access to any hydrant, standpipe, valve, Curb Stop, or other fixture connected to the System by placing thereon or in the vicinity thereof any lumber, rock, soil, gravel, or any other material, the Chief Engineer may order the removal of such obstruction at the expense of the person responsible for the obstruction, and if the charge imposed remains unpaid on the 31st day of the December of the year in which such work is done, it shall be recoverable in accordance with Section 810(6) of the Municipal Act.

### **10. DISCONNECTION OR ILLEGAL CONNECTIONS**

The Chief Engineer may, in accordance with the procedure set out in paragraph 11, cause to be disconnected at the expense of the owner any connection to the System made without the necessary permits or written authorization of the Chief Engineer or contrary to any other provision of this Bylaw.

### **11. TERMINATION OF WATER SUPPLY**

- a) The Chief Engineer may, on thirty (30) days written notice sent to the Consumer, by registered mail to the address of the Consumer on the application for connection or as changed in writing by the Consumer, notice of which has been received by the Regional District, order the disconnection of the water supply to any Consumer for:
  - (i) Violation of any provision of this Bylaw;
  - (ii) Failure to maintain to the standard of the B.C. Plumbing Code the Consumer Supply Line and other plumbing on Premises owned or occupied by the Consumer that is connected to the System;

**Bylaw No. 1792**

- (iii) Failure by the Consumer to obey any direction of the Board under Section 12
- (iv) Failure to pay the Regional District when due any fee, rate, charge or tax imposed by this Bylaw.
- b) A notice to the Consumer under subparagraph (a) shall be deemed to have been received three (3) days after mailing.
- c) The Chief Engineer may order the immediate disconnection of the water supply to any Consumer if, in the opinion of the Chief Engineer, the condition or a consumer Supply Line poses a reasonable threat of contamination or wastage of water supplied by the System.
- d) The Chief Engineer may shut off any part of, or all of the System to permit repair, renewal, operation, maintenance, and to prevent injury or damage to persons or property.

**12. RESTRICTION OF WATER USE**

If at any time the Board considers it to be in the public interest, it may direct that the use of water by any or all of the Consumers be reduced or discontinued until the Board considers it advisable to permit full use of water. Notice of water use restrictions may be hand delivered to the consumers or be published in a newspaper circulating in the Local Service Area to which the restriction applied to at least seven (7) days prior to the commencement of the restriction.

**PART III - SERVICE CONNECTIONS**

**13. APPLICATION FOR SERVICE CONNECTION**

- a) A person who wishes a Service Connection to the system shall make an application to the Regional District.
- b) The application shall be made on the form prescribed by CRD from time-to-time and signed by the Applicant.
- c) Where there is more than one registered owner of the land, each owner must consent to the application.

*(Bylaw No. 4656)*

**14. SERVICE CONNECTION FEE**

The Applicant shall, at the time of making an application for a Service Connection, pay the service connection fee as prescribed in the applicable Bylaw imposing fees and other charges for the Service where the parcel to be supplied with water is located.

*(Bylaw No. 4656)*

**15. WAIVER OF SERVICE CONNECTION FEE**

Where at the date of the adoption of this Bylaw, a Service Connection was installed by and at the sole cost of a person other than the Regional District, then the Service Connection fee payable by an Applicant shall be waived.

**16. INDIVIDUAL CONNECTION**

- a) Each Parcel of Land shall have its own Service Connection which shall be installed by the Regional District.

## **Bylaw No. 1792**

- b) Where two or more buildings are constructed on one Parcel of Land, each building shall have a separate Service Connection, unless the Chief Engineer grants written authorization to the contrary.
- c) Where water meters are required the Service Connection shall include an approved water meter of a size required for the connection installed at the property line upstream of the Curb Stop.

### **17. SERVICE CONNECTION LOCATION**

Where possible, a Service Connection will be located where requested by the Applicant. If the applicant's requested location will result in additional costs, or is not practicable due to unsuitable ground conditions or the existence of installed surface improvements or underground utilities, the Chief Engineer may designate the location of the Service Connection.

### **18. SIZE OF SERVICE CONNECTION**

The minimum inside diameter of the piping forming part of the Service Connection shall be twenty (20mm) millimetres. The size of the piping from the Service Connection to a Premises on the applicant's property shall be as approved by the Chief Building Inspector.

### **19. INSTALLATION**

All Service Connections shall be installed in accordance with the plans and specifications of the Regional District.

## **PART IV – CONSUMER SUPPLY LINE**

### **20. BUILDING BYLAW**

- a) A Consumer Supply Line on private property shall be installed in accordance with the British Columbia Building Code and shall be installed by the owner entirely at his own expense.
- b) A Consumer Supply Line must be approved by the Chief Building Inspector prior to connection to the Curb Stop on the Service Connection at the property line.
- c) A Consumer Supply Line must be constructed under a valid and subsisting plumbing permit issued by the Chief Building Inspector.

### **21. RESPONSIBILITY OF OWNER**

A Consumer Supply Line and all plumbing connected thereto shall be maintained in good working order and repair by the property owner at his own expense.

### **22. TURN-ON AND TURN-OFF**

- a) To facilitate repairs to a Consumer Supply Line, the Regional District may, upon request and at its earliest convenience, turn off or turn on the water supply at the Curb Stop.
- b) Prior to the turn-on and turn-off the Consumer shall pay to the Regional District the fee prescribed in the Bylaw imposing fees and other charges for the Service where the parcel supplied with water is located.  
*(Bylaw No. 4656)*
- c) No person except an employee of the Regional District in the course of his duty shall turn a Curb Stop off or on.

### **23. ABANDONMENT**

## Bylaw No. 1792

When a serviced Property is abandoned and the owner of the Property wishes to discontinue the water supply he shall notify the Regional District and the Regional District may, at its earliest convenience, turn off the water at the Curb Stop and disconnect and cap-off the Consumer Supply Line. Prior to the turn-off the owner shall pay the turn-off fee prescribed in the applicable Bylaw imposing fees and other charges for the Service in which the property is located.

*(Bylaw No. 4656)*

### 24. FROZEN WATER LINE

A Consumer shall take all reasonable precautions to ensure that a Consumer Supply Line does not freeze. Property owners may request turnoffs for dwellings left unoccupied during winter months and turn-ons when required for reoccupation. Prior to the turn-on or turn-off, the owner shall pay the fee prescribed in the applicable Bylaw imposing fees and other charges for the Service in which the Property is located.

*(Bylaw No. 4656)*

### 25. INDEPENDENT WATER SUPPLY

A Consumer who has a source of water supply independent from the Service Connection of the Regional District shall not connect or cause to be connected any portion of the independent water supply distribution system to a Consumer Supply Line or any other pipe or other facility that is connected to the Service Connection or the System of the Regional District.

### 26. WORKS ON PRIVATE PROPERTY

A Consumer shall keep the works on their premises in good order and repair. No person shall permit the consumer supply line or plumbing connected to it to leak. If on inspection, authorized Regional District personnel find a leak or leaks in the consumer supply line or plumbing connected thereto, they will instruct the consumer to repair the leak(s) within thirty days. If these repairs are not done by the consumer within the thirty days, or, if in the opinion of the Regional District, the work must be conducted immediately, the Regional District may have this work done and charge the cost of such repairs to the consumer.

*(Bylaw No. 4656)*

### 27. CONTROLLED USE OF WATER

No person shall use water for watering stock, filling of swimming pools or reservoirs, or as motive power without written permission of the Chief Engineer. Wherever water supplied by the Regional District is to be placed into a well, pond, swimming pool, stock watering trough, cistern or any other container open to the atmosphere, it shall be done in such a manner that it is impossible for the water in such instances to flow into the Regional District System under any circumstances.

### 28. WATER PRESSURE

The Regional District does not guarantee a specific pressure or a continuous supply of water or water of a special quality to meet special requirements.

## PART V – WATERWORKS EXTENSIONS

### 29. EXTENSION APPLICATIONS

An owner of land within the Local Service Area who wishes a Waterworks Extension shall make a written application to the Chief Engineer.

### 30. EXTENSION BY BOARD DESIGNATION

## **Bylaw No. 1792**

- a) The Board may designate specific Waterworks Extension to be undertaken by the Regional District in the Local Service Area.
- b) Waterworks Extensions designated by the Board shall be financed in accordance with the provisions of the Bylaw that created the Local Service Area.

### **31. EXTENSION OTHER THAN BY BOARD DESIGNATION**

- a) If an owner of land wishes to proceed with a Waterworks Extension which has not been designated by the Board, the Chief Engineer may, with the approval of the Board, allow the Waterworks Extension subject to the conditions as set out in subsection (b).
- b) A Waterworks Extension authorized pursuant to subsection (a) above shall be, prior to the connection to the System:
  - (i) installed by the Regional District or by the owner, but only with the approval of the Chief Engineer, entirely at the Owner's expense;
  - (ii) constructed in accordance with the plans and specifications of the Regional District;
  - (iii) inspected by the Regional District prior to backfilling, if installed by the owner;
  - (iv) approved by the Chief Engineer.
- c) Construction of a Waterworks Extension shall not relieve an owner from payment of a Service Connection fee for each Parcel of Land to be served by the Waterworks Extension. This includes properties to be subdivided subsequent to the installation of the extension.

### **32. SUBDIVISIONS**

Where new lots are created by subdivision, within the Local Service Area, it will be a condition of the subdivision that the owner shall at his own expense supply the required Water Extension and Water connections to each newly created lot.

### **33. EXTENSION LIMITS**

Where a Waterworks Extension, other than one provided by the Board, is constructed:

- a) the Minimum inside diameter of the Water Main shall be one hundred and fifty (150mm) millimetres or such lesser size as approved by the Chief Engineer; and
- b) the Waterworks Extension shall extend from the most convenient existing water main of the System having sufficient surplus capacity to a point opposite the furthest boundary of the last Parcel of Land to be serviced by the Waterworks Extension.

### **34. COST SHARING FOR OVERSIZED EXTENSIONS**

Where a Waterworks Extension other than one designated by the Board is to be constructed and where the Regional District desires to install a Water Main of greater capacity than the minimum size specified in paragraph 33 or is required to serve the Parcel of Land for which application for a Waterworks Extension has been made, and if such excess capacity will be available to permit further extension beyond the boundaries of the Parcel of Land to be served thereby, the Regional District shall pay the difference in cost of installation between the actual cost of the Water Main installation and the estimated cost of installation of a Water Main of sufficient size to provide an adequate supply of water at appropriate pressure to the Parcel of Land that the owner of the Parcel wishes to service.

PART VI – INSPECTION AND ENFORCEMENT

35. RIGHT OF ENTRY FOR INSPECTION

The Chief Engineer or Bylaw Enforcement Officer of the Regional District may enter at all reasonable times on property subject to this Bylaw for the purpose of inspecting the Premises and water pipes and other fixtures to ascertain whether or not the provisions of this Bylaw or any directions of the Regional District pursuant to this Bylaw are being observed.

36. DIRECT ENFORCEMENT

Where this Bylaw requires any permits to do anything, in default by that person the thing may be done at the expense of the person in default by the Regional District which may recover the expense with interest at six (6%) percent per year, with costs in the same manner as taxes.

37. OFFENCE

A person who does any act or suffers or permits any act to be done in contravention of this Bylaw commits an offence.

38. PENALTY

- a) A person who commits an offence contrary to this Bylaw is liable on summary conviction to a penalty of not less than one hundred (\$100.00) dollars and not more than one thousand (\$1,000.00) dollars for a first offence and for each subsequent offence to a fine of not less than two hundred (\$200.00) dollars and not more than two thousand (\$2,000.00) dollars. A separate offence shall be deemed to be committed upon each day during and on which the contravention occurs or continues.
- b) The penalties imposed under subsection (a) hereof shall be in addition to and not in substitution for any other penalty or remedy imposed by this Bylaw or any other statute, law or regulation.

39. This Bylaw may be cited for all purposes as “Water Regulation Bylaw No. 1, 1990”.

READ A FIRST TIME THIS 13<sup>th</sup> day of 1990

READ A SECOND TIME THIS 13<sup>th</sup> day of 1990

READ A THIRD TIME THIS 13<sup>th</sup> day of 1990

RECONSIDERED AND FINALLY ADOPTED THIS 13<sup>th</sup> day of June 1990.

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
CORPORATE OFFICER



Making a difference...together

## REPORT TO THE ELECTORAL AREA SERVICES COMMITTEE MEETING OF TUESDAY, FEBRUARY 12, 2025

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**SUBJECT**     **Bylaw No. 4435: Juan de Fuca Soil Removal or Deposit Bylaw No. 2, 2025 and Bylaw No. 4672: CRD Ticket Information Authorization Bylaw, 1990, Amendment Bylaw No. 83, 2025**

### **ISSUE SUMMARY**

To repeal and replace Juan de Fuca Soil Removal or Deposit Bylaw, 2015, Bylaw No. 3941, with proposed Bylaw No. 4435 (Appendix A); and to amend CRD Ticket Information Authorization Bylaw No. 1857, by replacing Schedule 7, “Juan de Fuca Soil Removal or Deposit Bylaw”, with an updated Schedule 7 (Appendix B).

### **BACKGROUND**

Soil removal and deposit activity is regulated in the Juan de Fuca Electoral Area (JdF) by Bylaw No. 3941 (Appendix C), which was adopted in 2016. The main intent of Bylaw No. 3941 was to address the fee structure of the previous bylaw in response to concerns raised by commercial aggregate suppliers, and to include additional exemptions for activities that would not require a soil permit.

Since that time, soil related complaints and compliance issues have increased, challenging the effectiveness of the current soil bylaw regulations. The intent of proposed Bylaw No. 4435 is to re-establish a fee structure that reflects the cost of administering and enforcing the bylaw, as well as more closely aligning the CRD’s soil removal and deposit regulations with provincial regulations and with development permit area goals and objectives.

Complaints received by CRD Bylaw Enforcement and JdF Community Planning on the issue of soil activity have historically been related to soil deposit. Soil removal is generally associated with excavation for building foundations, road construction under the approval of the Ministry of Transportation and Transit, or from a quarry under a *Mines Act* permit. Therefore, Bylaw No. 4435 proposes to regulate but not require a permit for soil removal activity.

Bylaw No. 4435 has been drafted based on the review of soil bylaws adopted by other municipalities and regional districts, consultation with developers, operators, CRD environmental protection staff, Ministry of Environment and Parks staff, and the experience of JdF Community Planning and CRD Bylaw Enforcement staff administering and regulating soil deposit activity under the current Bylaw.

Bylaw No. 4435 is intended to improve service delivery by establishing Type ‘A’, ‘B’, ‘C’, & ‘D’ Soil Deposit Permits based on volume, and clearly outlining the information requirements for each application type. The Bylaw includes new regulations for both the deposit and removal of soil to address environmental, geotechnical and nuisance concerns regardless of the requirement for a permit.

### **ALTERNATIVES**

#### *Alternative 1:*

The Electoral Areas Committee recommends to the Capital Regional District Board:

1. That Bylaw No. 4435, “Juan de Fuca Soil Removal or Deposit Bylaw No. 2, 2025” be introduced and read a first, second, and third time;
2. That Bylaw No. 4435 be forwarded to the Ministry of Environment and Parks for Ministerial approval prior to adoption;

3. That Bylaw No. 4672, “Capital Regional District Ticket Information Authorization Bylaw 1990, Amendment Bylaw No. 83, 2025” be introduced and read a first, second, and third time; and
4. That Bylaw No. 4672 be returned with Bylaw No. 4435 for adoption.

*Alternative 2:*

That proposed Bylaw No. 4435 and Bylaw No. 4672 not proceed.

## **IMPLICATIONS**

### *Legislative Implications*

Section 327 of the *Local Government Act (LGA)* authorizes a regional district to regulate, by bylaw, the removal and deposit of soil or other material on land in the regional district if the regional district provides a service in relation to the control of the deposit and removal of soil, and specifies that Section 9 (Spheres of Concurrent Authority) of the *Community Charter* (“the *Charter*”) applies. The CRD has established a service for the regulation of soil deposit and removal.

Section 9 of the *Charter* applies to bylaws that prohibit soil removal, or that prohibit the deposit of soil or other material, making reference to quality of the soil or material or to contamination. The *Charter* recognizes the provincial interest in these matters and requires that such a bylaw be approved by the minister responsible prior to adoption.

Section 413 of the *LGA* and Section 264 of the *Charter* authorize local government to designate those bylaws for which municipal ticket information may be used as a means of bylaw enforcement. Staff have prepared Bylaw No. 4672 to amend Bylaw No. 1857 by updating Schedule 7 to include the regulations in Bylaw No. 4435.

### *Environmental & Climate Implications*

Environmental concerns related to soil removal and deposit include changes to the stability of existing slopes, changes to drainage patterns, and the introduction of contaminants and invasive species to the land, watercourses and groundwater resources. The proposed Bylaw requires more regular and stringent reporting of soil deposit activity for deposits greater than 4,000 m<sup>3</sup>. The Bylaw more closely aligns deposit activity with the *Riparian Areas Protection Regulation* and includes requirements for buffer areas where soil deposit sites are in proximity to streams. A type ‘D’ soil deposit permit will be required where soil deposit activity for amounts greater than 4,000 m<sup>3</sup> is specifically permitted or authorized by a land use bylaw. The land use authorization process will allow for the review and analysis of the land use implications associated with heavy vehicle traffic and impacts on the surrounding community.

Type ‘D’ soil deposit permit applications will require a Soil Assessment and Deposit Plan documenting the proposed final state of the land and the procedures for monitoring the origin and composition of soil to be deposited. Type ‘D’ deposits applications will also require an Environmental Assessment and Protection Plan that is to include measures for controlling soil erosion and sedimentation, and for managing on-site drainage. Measures will also need to be described for protecting riparian areas and ensuring that watercourses, wells and aquifers flowing through or under the parcel will not be negatively impacted.

### *Intergovernmental Implications*

Proposed Bylaw No. 4435 was reviewed by the Ministry of Environment and Parks and the Ministry of Mining and Critical Minerals. The Province has confirmed that ministerial approval is only required from the Minister of Environment and Parks.

### *Regional Growth Strategy Implications*

Section 445 of the *LGA* requires that all bylaws adopted by a regional district board after the board has adopted a Regional Growth Strategy (RGS) be consistent with the RGS. Proposed Bylaw No. 4435 does not affect the growth, density and servicing objectives of the RGS, and helps to achieve Policy 2.1.4 by providing additional tools to identify, protect, enhance and restore healthy ecosystems. Staff are of the opinion that the proposed Bylaw is consistent with the RGS.

#### *Financial Implications*

The proposed soil deposit application fees are based on the level of staff resources required to review and evaluate a given soil deposit permit type. The associated soil quantity fee has been estimated to cover the costs of monitoring and enforcement.

The proposed fine amounts included in the amended schedule to the CRD Ticket Information Authorization Bylaw consider the cost of ongoing enforcement and encourage voluntary compliance with the Bylaw. Reduced fine amounts have been added, in accordance with the *Charter*.

#### *Service Delivery Implications*

In keeping with current practice, applications for soil deposit permits will be received and processed by JdF Community Planning. The proposed Bylaw provides clearer direction to applicants and staff regarding the information that must be submitted for each soil permit application type, and removes ambiguity related to the purpose of the public consultation process. Permit applications will be referred by JdF Community Planning to CRD Bylaw Enforcement and Building Inspection staff, as well as to the Ministry of Transportation and Transit and the Ministry of Environment and Parks for comment and information. It is anticipated that there will be an increase in the staff time required to review the additional information and deliver this service.

Given the new requirement for landowners to obtain Type 'A' Soil Deposit Permits for quantities under 250 m<sup>3</sup>, it is anticipated that the overall number of permit applications will increase. However, staff time is currently required to review information submitted in support of soil permit exemptions. Therefore, no significant changes in the amount of staff time are anticipated in relation to the administration of Type 'A' permits.

The proposed Bylaw includes an increase in the application fees, as well as incremental volumetric fees. These fees will offset the additional staff time required to process applications and monitor and enforce deposit activity.

### **CONCLUSION**

The purpose of Bylaw No. 4435 is to repeal and replace Bylaw No. 3941, JdF Soil or Removal Bylaw, 2015, Bylaw No. 1. Staff have prepared Bylaw No. 4435 based on a review of soil bylaws adopted by other municipalities and regional districts, consultation with developers, operators and provincial staff, as well as experience administering Bylaw No. 3941 and regulating soil deposit activity under the current bylaw. The purpose of Bylaw No. 4672 is to amend Bylaw No. 1857 by replacing Schedule 7 with a new Schedule 7 that reflects the regulations in Bylaw No. 4435. Staff recommend that Bylaw Nos. 4435 and 4672 be read a first, second and third time, and that the Bylaws be returned to the Board for adoption upon Ministerial approval of Bylaw No. 4435.

**Electoral Areas Committee – February 12, 2025**

**Bylaw No. 4435: Juan de Fuca Soil Removal or Deposit Bylaw No. 2, 2025 and Bylaw No. 4672: CRD Ticket Information Authorization Bylaw, 1990, Amendment Bylaw No. 83, 2025**

**RECOMMENDATION**

The Electoral Areas Committee recommends to the Capital Regional District Board:

1. That Bylaw No. 4435, “Juan de Fuca Soil Removal or Deposit Bylaw No. 2, 2025” be introduced and read a first, second, and third time.
2. That Bylaw No. 4435 be forwarded to the Ministry of Environment and Parks for Ministerial approval prior to adoption.
3. That Bylaw No. 4672, “Capital Regional District Ticket Information Authorization Bylaw 1990, Amendment Bylaw No. 83, 2025” be introduced and read a first, second, and third time; and
4. That Bylaw No. 4672 be returned with Bylaw No. 4435 for adoption.

Submitted by:	Iain Lawrence, MCIP, RPP, Senior Manager, JdF Local Area Services
Concurrence:	Kevin Lorette, P.Eng., MBA, General Manager, Housing, Planning and Protective Services
Concurrence:	Kristen Morley, J.D., General Manager, Corporate Services & Corporate Officer
Concurrence:	Ted Robbins, B.Sc., C.Tech., Chief Administrative Officer

**ATTACHMENTS:**

Appendix A: Proposed Bylaw No. 4435: JdF Soil Removal or Deposit Bylaw No. 2, 2025

Appendix B: Proposed Bylaw No 4672: Ticket Information Authorization (Schedule 7)

Appendix C: Bylaw No. 3941: JdF Soil Removal or Deposit Bylaw No. 1

CAPITAL REGIONAL DISTRICT  
BYLAW NO. 4435

\*\*\*\*\*

A BYLAW TO REGULATE THE REMOVAL OR DEPOSIT OF SOIL ON LANDS  
WITHIN THE JUAN DE FUCA ELECTORAL AREA

\*\*\*\*\*

**WHEREAS:**

- A. Under the Supplementary Letters Patent issued on February 12, 1973 (Division XI), as amended by the Supplementary Letters Patent dated August 25, 1986, the Capital Regional District (CRD) was granted authority to undertake the function of regulating the *removal* and *deposit* of *soil*;
- B. Subject to Section 9 of the Community Charter, Section 327 of the Local Government Act authorizes a regional district to regulate or prohibit the *removal* of *soil* from and *deposit* of *soil* and other materials on any land within the regional district or in any area of the regional district, to make different regulations and prohibitions for different areas, and to require permits and impose fees;
- C. The *Board* of the Capital Regional District wishes to regulate both the *removal* of *soil* and the *deposit* of *soil* and other materials within the Juan de Fuca Electoral Area of the Capital Regional District;
- D. The Capital Regional District recognizes that within areas designated as Agricultural Land Reserve (ALR) under the Agricultural Land Commission Act (ALC Act) this Bylaw has no force or effect unless the *soil deposit* or extraction is authorized under the ALC Act or Regulations, or approval from the Agricultural Land Commission for *soil deposit* or extraction has been obtained through an application or notification process;
- E. The Capital Regional District acknowledges that within areas classified as *private managed forest land*, this Bylaw and any permits issued under this Bylaw must not have the effect of restricting, directly or indirectly, a forest management activity listed under Schedule A of the Private Managed Forest Land Regulation.

**NOW THEREFORE** the *Board* of the Capital Regional District, in open meeting assembled, enacts as follows:

**REPEAL AND REPLACEMENT OF BYLAWS**

The following bylaw is hereby repealed in its entirety:

- (a) Capital Regional District Bylaw No. 3941, cited as the “Juan de Fuca Soil Removal or Deposit Bylaw No. 1, 2015”.

and replaced by this Bylaw.

**TITLE**

- 1 This Bylaw may be cited for all purposes as the “Juan de Fuca Soil Removal or Deposit Bylaw No. 2, 2025”.

**DEFINITIONS**

- 2 In this Bylaw, the following definitions apply:

**AGENT** means a person who has been authorized in writing by an owner to apply for a *permit* or to act on the owner's behalf on matters regulated by this Bylaw or authorized by a *permit*.

**AGRICULTURAL LAND COMMISSION (ALC)** means the provincial Agricultural Land Commission established under Section 4 of the ALC Act.

**AGRICULTURAL LAND RESERVE (ALR)** means agricultural land designated as an agricultural land reserve under the ALC Act and includes an agricultural land reserve under a former Act.

**APPLICANT** means an owner, or their *agent*, who has submitted an *application*.

**APPLICATION** means an application for a *permit to deposit soil*.

**AUTHORIZED PERSON** has the same meaning as under the Sewerage System Regulation, B.C. Reg. 326/2004, as amended or replaced from time to time.

**BOARD** means the Capital Regional District Board.

**BUILDING OFFICIAL** means a Registered Building Official employed by the CRD to administer and enforce CRD Building Regulation Bylaw, 2010, Bylaw No. 3741, as amended or replaced from time to time.

**BUILDING PERMIT** means a permit issued under the authority of CRD Building Regulation Bylaw, 2010, Bylaw No. 3741, as amended or replaced from time to time.

**BYLAW ENFORCEMENT OFFICER** means a person designated by the *Board* to administer and enforce bylaws within the CRD.

**COMPOST** means a product which is:

- (a) a stabilized earthy matter having the properties and structure of humus;
- (b) beneficial to plant growth when used as a *soil* amendment;
- (c) produced by composting; and
- (d) only derived from organic matter.

**CONTAMINATED SITES REGULATION** means the Province of British Columbia's Contaminated Sites Regulation, B.C. Reg. 375/96, as amended or replaced from time to time.

**DEPOSIT** means the act of moving *soil* or other material and placing it upon a *parcel* of land where such *soil* or other material did not previously exist or stand.

**DRAINAGE COURSE** means a well-defined, natural or artificial channel that conveys stormwater, whether it usually contains water or not.

**ELECTORAL AREA** means the Juan de Fuca Electoral Area of the Capital Regional District.

**GENERAL MANAGER** means the General Manager responsible for the administration and enforcement of this Bylaw, or a person authorized to act on his or her behalf.

**HIGH-VOLUME SITE** means a site in relation to which section 55.1 (2) [high volume receiving sites] of the Environmental Management Act applies.

**HOLIDAY** means:

- (a) Sunday;
- (b) Christmas Day, Good Friday and Easter Monday;
- (c) Canada Day, Victoria Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, Remembrance Day, Family Day and New Year's Day;
- (d) December 26; and
- (e) a day set by the Parliament of Canada or by the Legislature, or appointed by proclamation of the Governor General or the Lieutenant Governor, to be observed as a day of general prayer or mourning, a day of public rejoicing or thanksgiving, a day for celebrating the birthday of the reigning Sovereign, or as a public holiday.

**LANDSCAPE MATERIAL** means gravel, rock, stone, sand, bark mulch, topsoil, *compost* and similar materials used for *landscaping* purposes and obtained from a commercial landscape supplier.

**LANDSCAPING** means preserving or changing the natural features of a parcel by the application of *landscape material*, but does not include changes in grade, stockpiling and excavation.

**LAND USE BYLAW** means the Juan de Fuca Land Use Bylaw, 1992, Bylaw No. 2040; the Malahat Land Use Bylaw, 1982, Bylaw No. 980; the Land Use Bylaw for the Rural Resource Lands, 2009, Bylaw No. 3602; the Comprehensive Community Development Plan for Port Renfrew, 2003, Bylaw No. 3109, and the Comprehensive Community Plan for Willis Point, 2002, Bylaw No. 3027;

**LAND USE COMMITTEE** means the Committee established by the *Board* in accordance with Bylaw No. 3166 to make land use recommendations to the *Board*.

**MINE** means a mine operating under the authorization of a permit issued under the *Mines Act*.

**PARCEL** means a lot, block or other area in which real property is held or into which real property is subdivided, and includes a strata lot created under the *Bare Land Strata Regulations* pursuant to the *Strata Property Act*, but specifically excludes any other strata lot created pursuant to the *Strata Property Act* or a highway or portion thereof.

**PERMIT** means the written authority issued by the *General Manager* for the *deposit of soil* on any *parcel*.

**PERMIT AREA** means the area of land over which the *soil deposit* occurs, or is proposed to occur, within the subject *parcel*.

**PRIVATE MANAGED FOREST LAND** means private land in respect of which there is a management commitment in accordance with the *Private Managed Forest Land Act* and that is classified as managed forest land under the *Assessment Act*.

**PROFESSIONAL REPORT** means a report, or reports, prepared by a *qualified professional* in compliance with this Bylaw.

**QUALIFIED PROFESSIONAL (QP)** may include an engineer, geoscientist, hydrogeologist, agrologist, biologist, soil scientist or land surveyor who is working within their field of expertise and is in good standing with the applicable professional organization.

**RECYCLED ASPHALT PAVEMENT** means asphalt that has been recovered from a demolition process, and that does not include, or is not combined with metal, plastic, rubber, wood, glass, paper, organic materials or other contaminants.

**RECYCLED CONCRETE AGGREGATE** means concrete that has been recovered from a demolition process, and that does not include, or is not combined with metal, plastic, rubber, wood, glass, paper, organic materials or other contaminants.

**REMOVAL** means the act of removing *soil* from any *parcel* on which it exists and includes the removal of *soil* which has been placed into a *stockpile* or storage facility.

**RIPARIAN ASSESSMENT AREA** means:

- (a) for a *stream*, the 30-metre strip on both sides of the *stream*, measured from the *high-water mark*;
- (b) for a ravine less than 60 metres wide, a strip on both sides for the *stream* measured from the *high-water mark* to a point that is 30 metres beyond the top of the ravine bank; and
- (c) for a ravine 60 metres wide or greater, a strip on both sides of the *stream* measured from the *high-water mark* to a point that is 10 metres beyond the top of the ravine bank.

**SECURITY DEPOSIT** means a cash deposit, certified cheque or irrevocable letter of credit provided by the *applicant* to ensure all works will be carried out in compliance with the conditions of the Bylaw.

**SOIL** means unconsolidated mineral or organic material, rock, fill, and sediment that is *deposited* on land, but does not include sewage sludge and *compost* that is applied to land for a beneficial purpose in compliance with the *Organic Matter Recycling Regulation* or an authorization given under the *Environmental Management Act*, manure from animals, or farm *compost* material placed on land as a soil amendment or conditioner; or minerals as defined in the *Mineral Tenure Act* or *Regulation*.

**SOIL DEPOSIT LOGBOOK** means a record of all *soil deposited* within the *permit area* and includes the following information:

- (a) the date, time and origin of each delivery of *soil*;
- (b) the contact information (name and phone number) for each project site or property from which the *soil* originated;
- (c) the total *volume soil deposited*;
- (d) the company that delivered the *soil*; and
- (e) the name of the person entering the *soil deposit logbook* information.

**STOCKPILE** means an artificial accumulation of *soil* or other material held in reserve for future use, distribution or *removal*.

**STREAM** means any of the following:

- (a) a *watercourse* or body of water, whether or not it usually contains water; and
- (b) any of the following that is connected by surface flow to a watercourse or body of water referred to in paragraph (a):
  - (i) a ditch, whether or not it usually contains water,
  - (ii) a spring, whether or not it usually contains water; or
  - (iii) a wetland.

**TYPE 'A' SOIL DEPOSIT PERMIT** means a *permit* authorizing the *deposit* of *soil* on a *parcel* where the *volume* of *soil* is less than or equal to 250 m<sup>3</sup> per calendar year.

**TYPE 'B' SOIL DEPOSIT PERMIT** means a *permit* authorizing the *deposit* of *soil* on a *parcel* where the *volume* of *soil* is greater than 250 m<sup>3</sup> and less than or equal to 2,000 m<sup>3</sup> per calendar year.

**TYPE 'C' SOIL DEPOSIT PERMIT** means a *permit* authorizing the *deposit* of *soil* on a *parcel* where the *volume* of *soil* is greater than 2,000 m<sup>3</sup> and less than or equal to 4,000 m<sup>3</sup> per calendar year.

**TYPE 'D' SOIL DEPOSIT PERMIT** means a permit authorizing the *deposit* of *soil* on a *parcel* where the *volume* of *soil* is greater than 4,000 m<sup>3</sup> per calendar year.

**UNSUITABLE MATERIAL** means:

- (a) construction, reconstruction, renovation, building, demolition and road works wastes of any nature, except *recycled asphalt pavement* and *recycled concrete aggregate* in accordance with the requirements of this Bylaw;
- (b) *wood waste* derived from any commercial or industrial activity; and
- (c) *soil* known to contain species identified under the *Weed Control Act*.

**WATERCOURSE** means a permanent or non-permanent (containing water at least six months of the year) source of water supply that is natural or man-made, including a pond, lake, river, creek, brook, ditch, spring or wetland that is integral to a *stream*, with well-defined banks and a bed of 0.6 m or more below the surrounding land serving to give direction to or containing a current of water but does not apply to a man-made pond that does not connect to a *stream*.

**WOOD WASTE** means wood residue in mechanically shredded form and includes sawdust, hog fuel, bark, chips, slabs, shavings, trimmings, edgings, or other such waste that is the result of any manufacturing process involved in the production of lumber or other wood products.

**VOLUME** means the volume of uncompacted *soil* measured for the purpose of transport to a property before it is *deposited*.

## PURPOSE

- 3 This Bylaw has been enacted for the purpose of regulating the *removal* and *deposit* of *soil* within the Juan de Fuca Electoral Area of the CRD in the general public interest.
- 4 The purpose of this Bylaw does not extend:
  - (a) to the protection of owners, occupiers or persons involved in the *removal* or *deposit* of *soil* from economic loss;

- (b) to the assumption of the CRD or any officer or employee of the CRD of any responsibility for ensuring compliance by any person involved in the *removal* or *deposit* of *soil* on land under this Bylaw, or any other enactments applicable to the *removal* or *deposit* of *soil* or the development of land;
- (c) to providing any person with a warranty that any *deposit* or *removal* of *soil* will not violate this Bylaw, any other enactment or create any nuisance of any type;
- (d) to relieving *applicants* from the responsibility for removing any *soil* that has been *deposited* contrary to this Bylaw or a *permit* issued under this Bylaw;
- (e) to lands within the ALR except where authorized under the ALC Act or Regulations or as approved by the ALC through an application/notification process; or
- (f) to forest management activity on lands classified as Managed Forest Land under the Private Managed Forest Land Act; and
- (g) any liability relating to damaging highways or *depositing* materials on a highway.

### BYLAW APPLICATION

- 5 This Bylaw applies within the *Electoral Area*, except when in conflict with the ALC Act or Regulations or the Private Managed Forest Land Act.

### SEVERABILITY

- 6 If any section, subsection, sentence, paragraph, or schedule forming part of this Bylaw is for any reason held to be invalid by the decision of any Court of competent jurisdiction, the section, subsection, paragraph, or schedule may be severed from the Bylaw without affecting the validity of the Bylaw or any portion of the Bylaw or remaining schedules.

### INCORPORATION OF SCHEDULES

- 7 Schedules 'A' and 'B', attached hereto, are hereby made a part of this Bylaw.

### GENERAL REGULATIONS

- 8 No person shall do any of the following anywhere in the *Electoral Area*:
- (a) *deposit soil* or cause, permit or allow the *deposit* of *soil* on any *parcel*, unless or until a *permit* allowing the *deposit* has first been obtained or unless the *deposit* does not require a *permit* under Section 13 of this Bylaw;
  - (b) *deposit a volume* of *soil* in excess of 4,000 m<sup>3</sup>, except in accordance with Section 13 or where specifically authorized or permitted by a *land use bylaw* and under a *Type 'D' Soil Deposit Permit*;
  - (c) *deposit unsuitable material* or cause, permit or allow the *deposit* of *unsuitable material* on any *parcel*, unless specifically authorized or permitted by a *land use bylaw*;
  - (d) *remove* or *deposit soil* in or around a *watercourse* unless in compliance with the provincial Riparian Areas Protection Regulation, the Water Sustainability Act, or Part 9 of the Health Safety and Reclamation Code;
  - (e) *remove* or *deposit* any *soil* material on land in the ALR unless authorized by the ALC Act or Regulations or as approved by the ALC; or
  - (f) *deposit soil* contrary to any *permit* issued under this Bylaw.
- 9 The owner of land from which *soil* is to be *removed* or on which *soil* is to be *deposited* is responsible for ensuring compliance with the provisions of this Bylaw.
- 10 The owner of land from which *soil* is to be *removed* or on which *soil* is to be *deposited* is responsible to contact the relevant Provincial and Federal ministries or agencies in order to determine the

requirements of those ministries or agencies in relation to any *soil deposit* or *removal* undertaken under the authority of this Bylaw, and the *owner* is responsible to comply with those requirements.

### SOIL REMOVAL REGULATIONS

**11** The *removal* of *soil* from land in the *Electoral Area* is subject to the following regulations:

- (a) No person shall engage in the *removal* of *soil*, or in the excavation or moving of *soil* associated with *soil removal* operations:
  - (i) on a *holiday*, or
  - (ii) outside the hours of 7 am to 7 pm.
- (b) Despite Section 11(a)(ii), no person shall engage in the *removal* of *soil*, or in the excavation or moving of *soil* associated with *soil removal* operations on a Residential, Rural Residential, Multiple Family Residential or Community Residential zoned *parcel* as defined in a *land use bylaw*:
  - (i) outside the hours of 8 am and 5 pm.
- (c) Where the *soil removal* is within a development permit area designated by a CRD official community plan bylaw under Section 488(1)(a) (protection of the natural environment) or Section 488(1)(b) (protection of development from hazardous conditions) of the *Local Government Act*, a development permit must be issued prior to the *removal* of any *soil*.
- (d) Where the *soil removal* is within an area for which a development permit has been issued, the *soil removal* must comply with the development permit.
- (e) Where the *removal* of *soil* is proposed within 5 m of a *riparian assessment area* boundary, no person shall remove soil unless the person has first installed sediment control fencing adjacent to any *riparian assessment area*, unless otherwise authorized in a development permit.
- (f) Where both the *soil removal* site and *soil deposit* site are located in the *Electoral Area*, a *permit* must be approved for the *deposit* site prior to any *soil removal*.
- (g) Any *soil removal* in excess of 100 m<sup>3</sup> in a calendar year requires approval of the Ministry of Transportation and Transit.
- (h) Public highway rights-of-way, including travelled surfaces and roadside ditches, must remain free of *soil*, gravel, rock or other material during *soil removal* operations.

### SOIL DEPOSIT REGULATIONS

**12** In addition to any conditions specified in a *permit* under this Bylaw, the *deposit* of any *soil* on land in the *Electoral Area* must comply with the following regulations:

- (a) No person shall engage in the *deposit* of *soil*, or in the excavation, grading or moving of *soil* associated with *deposit* operations:
  - (i) on a *holiday*,
  - (ii) or outside the hours of 7 am to 7 pm,except as authorized or further restricted in a *permit*.
- (b) Despite Section 12(a)(ii), no person shall engage in the *deposit* of *soil*, or in the excavation, grading or moving of *soil* associated with *deposit* operations on a Residential, Rural Residential, Multiple Family Residential or Community Residential zoned *parcel* as defined in a *land use bylaw*:
  - (i) outside the hours of 8 am and 5 pm,except as authorized or further restricted in a *permit*.

- (c) Where the *soil deposit* is within a development permit area designated by a CRD official community plan bylaw under Section 488(1)(a) (protection of the natural environment) or Section 488(1)(b) (protection of development from hazardous conditions) of the Local Government Act, a development permit must be issued prior to the *deposit* of any *soil*.
- (d) Where the *soil deposit* is within an area for which a development permit has been issued, the *soil deposit* must comply with the development permit.
- (e) Where the *deposit of soil* is proposed to be located within 5 m of a *riparian assessment area* boundary, no person shall *deposit* or permit the *deposit of soil* unless they have installed sediment control fencing along the boundary of the *riparian assessment area* prior to the commencement of the *soil deposit*, except as otherwise specified in a *permit* under this Bylaw.
- (f) A person *depositing soil* shall ensure that all *streams, watercourses, wetlands, and drainage facilities* are kept free of silt, clay, sand, debris and other material attributable to the *soil deposit* activity that could obstruct, impair, or impede drainage facilities and *watercourses*, except as authorized by the Province.
- (g) A person that has *deposited* or is *depositing soil* shall ensure that the slope of any exposed face of *deposited soil* is greater than the angle of repose necessary for stability of the *deposited* material, except that:
  - (i) The slope of any exposed face of *deposited soil* within 10 m of a property boundary must not be greater than 4:1 (4 vertical to 1 horizontal) or than the angle of repose necessary for stability of the *deposited* material, whichever is less.
- (h) A person that has *deposited* or is *depositing soil* shall ensure that the *soil* is graded so that positive gravity drainage is assured.
- (i) A person that has *deposited* or is *depositing soil* shall install and a drainage system of sufficient capacity and extent to ensure that runoff onto adjacent lands will be no greater than prior to commencement of the *soil deposit*.
- (j) *Soil* must not be *deposited* over a well or other water source or sewage disposal systems without prior approval by a *qualified professional*.
- (k) Any *soil deposit* in excess of 250 m<sup>3</sup> in a calendar year requires approval of the Ministry of Transportation and Transit.
- (l) Public highway rights-of-way, including travel surfaces and roadside ditches, shall remain free of *soil, gravel, rock or other material* during *soil deposit* operations, except with written approval of the Ministry of Transportation and Transit.
- (m) *Soil* must not be *deposited* over any statutory right-of-way without first obtaining written approval of the authority having jurisdiction over the statutory right-of-way.
- (n) Where *soil* is *deposited* under a *permit* required by this Bylaw, the *volume* is the cumulative amount of *soil deposited* over a 5-year period starting from the completion or expiration of the most recent *permit*.

## PERMIT EXEMPTIONS

**13** Notwithstanding Section 12, a *permit* is not required if at least one of the following conditions is satisfied:

- (a) the *deposit* consists of *landscape material* or of aggregate that is sourced from a *mine*, for the sole purpose of *landscaping a parcel* where the total *volume deposited* does not exceed 250 m<sup>3</sup> in any calendar year;
- (b) all of the *soil* to be *deposited* is necessary for the construction of basements, footings and foundations, or for the installation of works and services including septic fields and driveways in conjunction with the construction of a building or structure under a valid *building permit* while

- such *building permit* remains in force where the total *volume deposited* under Section 13(b) does not exceed 2,000 m<sup>3</sup>;
- (c) all of the *soil* to be *deposited* is necessary for the construction of works and services including septic fields and future public highways in conjunction with the subdivision of land under an active application with the Ministry of Transportation and Transit;
  - (d) all of the *soil* to be *deposited* is, in the written opinion of an *authorized person*, required for the maintenance, repair, or replacement of a sewerage system and associated works where the total *volume deposited* under Section 13(d) does not exceed 2,000 m<sup>3</sup>;
  - (e) the *deposit* is required for the construction or repair of works, roads, highways or services by or on behalf of the CRD, or the Ministry of Transportation and Transit, and the *deposit* is onto a *parcel* owned or leased by one of these authorities;
  - (f) the *deposit* is to a *parcel* owned or leased by the federal or provincial government provided that this exemption does not apply to the *deposit* on a *parcel* that is leased or licensed by the provincial or federal government to a third party;
  - (g) the *soil* is being relocated within the boundaries of the *parcel* from which it originates;
  - (h) the *deposit* of *soil* is on land used for authorized industrial uses or for commercial landscape supply, horticultural use or as a nursery in compliance with a *land use bylaw* and the *ALC Act*, and such *deposit* is necessary to create a *stockpile* for re-sale or is otherwise necessary as part of the routine business operations of a landscape supply, horticultural or nursery operation;
  - (i) the *deposit* of *soil* is authorized by a permit or other explicit approval under the *Mines Act*;
  - (j) the *deposit* of *soil* is on land that is designated as *private managed forest land* and the *deposit* is a forest management activity in accordance with the *Private Managed Forest Land Act and Regulation*; or
  - (k) the *deposit* of *soil* is registered as a *high-volume site* by the Province on land located within the Rural Resource Lands Official Community Plan area;
  - (l) the *deposit* or import of aggregate that is sourced from a *mine* in connection with the operation of farm, horse stable, or other agricultural use, and where the land is within the *Agricultural Land Reserve*, the *deposit* or import is also designated as a farm use under the *Agricultural Land Reserve Use, Subdivision and Procedure Regulation*; and
  - (m) the *deposit* is undertaken to resolve an emergency situation that presents an immediate danger related to flooding, erosion, land slide or other immediate threat to life or property.
- 14** Where the *Building Official* is of the opinion that *soil* being *deposited*, or to be *deposited*, under Section 13(c) of this Bylaw is not necessary for the construction of basements, footings, and foundations, or for the installation of works and services including septic fields and driveways, the *Building Official*, *Bylaw Enforcement Officer* or *General Manager* may order the immediate cessation of *soil deposit* until a *permit* has been applied for and issued under this Bylaw.
- 15** Where the *General Manager* is of the opinion that *soil* being *deposited*, or to be *deposited*, under Section 13(l) of this Bylaw is not necessary to resolve an emergency situation that presents an immediate danger related to flooding, erosion, land slide or other immediate threat to life or property, the *General Manager* may order the immediate cessation of *soil deposit* until a *permit* has been applied for and issued under this Bylaw.
- 16** The onus of demonstrating compliance with Section 13 is at all times on the owner of the land undertaking the *deposit* of *soil*, who must provide to the CRD sufficient documentation, including but not limited to a *soil deposit logbook*, to the satisfaction of the *General Manager* to confirm that the person meets the conditions for granting an exemption under Section 13 and the regulations specified under Section 12.
- 17** A person who intends to *deposit soil* under Section 13 must submit to the CRD, at least 5 days prior to the proposed *deposit*, a Contaminated Site Waiver (Schedule 'B') or a Site Disclosure Statement,

as set out in Schedule 1 of the Contaminated Sites Regulation of the Environmental Management Act of British Columbia, for the site from which the *soil* originated.

#### PERMIT APPLICATION REQUIREMENTS

- 18 Every *application* must be made by the owner of the *parcel* on which the *soil* is to be *deposited*, or by the *agent* of the owner.
- 19 If the *applicant* is not the owner of the *parcel* of land, the *applicant* must provide a signed owner authorization from all owners of the *parcel* of land authorizing the *applicant* to carry out the works on behalf of the owner.
- 20 All plans, specifications and *professional reports* forming part of an *application* in respect of which a *permit* is issued forms part of and will be incorporated in the *permit* unless otherwise specified, and without limiting the foregoing, a *permit* issued is limited to the *volume* of *soil* that is to be *deposited*.

#### APPLICATION REQUIREMENTS – TYPE ‘A’ SOIL DEPOSIT PERMIT

- 21 Unless exempt under Section 13, any person intending to *deposit* a *volume* of up to 250 m<sup>3</sup> of *soil* on a *parcel* of land must first obtain a *Type ‘A’ Soil Deposit Permit*.
- 22 Every *application* for a *Type ‘A’ Soil Deposit Permit* must include the following:
  - (a) a completed *Type ‘A’ Soil Deposit Permit application* form, including all required signatures and authorizations;
  - (b) a title search, and copies of all registered encumbrances obtained no more than 30 days prior to the date of submission of the *application*;
  - (c) the applicable *security deposit* and *permit fees* (Schedule ‘A’);
  - (d) a Contaminated Site Waiver (Schedule ‘B’), or a Site Disclosure Statement, as set out in Schedule 1 of the Contaminated Sites Regulation of the Environmental Management Act of British Columbia, completed by the owner, or agent, of the site from which the *soil* originated;
  - (e) a scaled and dimensioned site plan of the property where the *soil* is to be *deposited* showing:
    - (i) the location of property boundaries;
    - (ii) the specific location on the property where the *soil* is to be *deposited*;
    - (iii) the location of the proposed crest of a fill slope and the proposed toe of a fill slope and their elevations;
    - (iv) the location of driveway accesses, internal roadways, buildings and structures located on the property;
    - (v) the location of wells and septic fields; and
    - (vi) the location of any *stream*, lake, pond, wetland, *drainage course* or the sea on the subject property or within 30 m of the *soil deposit area*.
  - (g) Where a Steep Slope, as defined by the applicable Official Community Plan Development Permit designation, is created as a result of *soil deposit* activity, a Soil Assessment and Deposit Plan prepared by a *qualified professional*, including:
    - (i) plans drawn to a scale of not less than 1:1,000, showing the existing contours with contour intervals of not more than 1 m; and the location of buildings or structures; *watercourses*, tree cover, wells, known aquifers; sewage disposal fields, public utilities; the proposed *permit area*; driveways; and ingress and egress points from the proposed *permit area* to a highway;
    - (ii) the proposed contours of the *parcel* in its final state upon completion of the *permit* activities with contour intervals of not more than 1 m; and

- (iii) the proposed total *volume of soil to be deposited*.

#### APPLICATION REQUIREMENTS – TYPE ‘B’ AND TYPE ‘C’ SOIL DEPOSIT PERMIT

- 23** Unless exempt under Section 13, any person intending to *deposit* a *volume* of more than 250 m<sup>3</sup> but less than or equal to 2,000 m<sup>3</sup> of *soil* on a *parcel* of land must first obtain a *Type ‘B’ Soil Deposit Permit*.
- 24** Unless exempt under Section 13, any person intending to *deposit* a *volume* of more than 2,000 m<sup>3</sup> but less than or equal to 4,000 m<sup>3</sup> of *soil* on a *parcel* of land must first obtain a *Type ‘C’ Soil Deposit Permit*.
- 25** Every *application* for a *Type ‘B’ or Type ‘C’ Soil Deposit Permit* must include the following:
- (a) a completed *Type ‘B’ and Type ‘C’ Soil Deposit Permit application* form, including all required signatures and authorizations;
  - (b) a title search, and copies of all registered encumbrances obtained no more than 30 days prior to the date of submission of the *application*;
  - (c) the applicable *security deposit* and *permit fees* (Schedule ‘A’);
  - (d) a Contaminated Site Waiver (Schedule ‘B’) or a Site Disclosure Statement, as set out in Schedule 1 of the *Contaminated Sites Regulation* of the *Environmental Management Act* of British Columbia, completed by the owner, or agent, of the site from which the *soil* originated;
  - (e) a scaled and dimensioned site plan prepared by a *qualified professional* showing the following:
    - (i) the location of property boundaries;
    - (ii) the specific location on the property where the *soil* is to be *deposited*;
    - (iii) the location of the proposed crest of a fill slope and the proposed toe of a fill slope and their elevations;
    - (iv) the location of driveway accesses, internal roadways, buildings and structures located on the property;
    - (v) the location of wells and septic fields;
    - (vi) the location of any *stream*, lake, pond, wetland, *drainage course* or the sea on the subject property or within 30 m of the *soil deposit area*; and
    - (vii) the proposed contours of the *parcel* in its final state upon completion of the *permit* activities with contour intervals of not more than 1 m.
  - (f) Where a Steep Slope, as defined by the applicable the Official Community Plan Development Permit designation, is created as a result of *soil deposit* activity, a Soil Assessment and Deposit Plan prepared by a *qualified professional*, including:
    - (i) plans drawn to a scale of not less than 1:1,000, showing the existing contours with contour intervals of not more than 1 m; and the location of buildings or structures; *watercourses*, tree cover, wells, known aquifers; sewage disposal fields, public utilities; the proposed *permit area*; driveways; and ingress and egress points from the proposed *permit area* to a highway;
    - (ii) the proposed contours and cross-sections of the *parcel* in its final state upon completion of the *permit* activities with contour intervals of not more than 1 m; and
    - (iii) the proposed total *volume of soil to be deposited*, including any pertinent information used to calculate the *soil deposit volume*.

## APPLICATION REQUIREMENTS – TYPE ‘D’ SOIL DEPOSIT PERMIT

- 26** Any person intending to *deposit a volume* of more than 4,000 m<sup>3</sup> of *soil* on a *parcel* of land specifically authorized or permitted by a *land use bylaw*, must first obtain a *Type ‘D’ Soil Deposit Permit*, unless exempt under Section 13.
- 27** Every *application* for a *Type ‘D’ Soil Deposit Permit* must include the following:
- (a) a completed *Type ‘D’ Soil Deposit Permit application* form, including all required signatures and authorizations;
  - (b) a title search, and copies of all registered encumbrances, including water licenses, obtained no more than 30 days prior to the date of submission of the *application*;
  - (c) the applicable *security deposit* and *permit fees* (Schedule ‘A’);
  - (d) a Site Disclosure Statement, as set out in Schedule 1 of the *Contaminated Sites Regulation* of the *Environmental Management Act* of British Columbia, completed by the owner, or agent of the site from which the *soil* originated;
  - (e) a Soil Assessment and Deposit Plan prepared by a *qualified professional*, including:
    - (i) plans drawn to a scale of not less than 1:1,000, showing the existing contours with contour intervals of not more than 1 m; and the location of buildings or structures; *watercourses*, tree cover, wells, known aquifers; sewage disposal fields, public utilities; the proposed *permit area*; driveways; and ingress and egress points from the proposed *permit area* to a highway;
    - (ii) the proposed contours and cross-sections of the *parcel* in its final state upon completion of the *permit* activities with contour intervals of not more than 1 m;
    - (iii) the proposed total *volume* of *soil* to be *deposited*, including any pertinent information used to calculate the *soil deposit volume*;
    - (iv) the estimated schedule and phasing of *soil deposit* activity;
    - (v) a description of procedures for controlling access to the site; and
    - (vi) a description of procedures for documenting the origin and composition of *soil* to be *deposited*, including preliminary fill source assessments, *soil* source Site Disclosure Statements, and truck tracking receipts.
  - (f) an Environmental Assessment and Protection Plan prepared by a *qualified professional*, including:
    - (i) measures to control *soil* erosion and sedimentation;
    - (ii) measures for managing on-site drainage and ensuring that adjacent properties will not be negatively impacted by water runoff from the *soil deposit* site;
    - (iii) measures for protecting *riparian assessment areas* and for ensuring that *watercourses*, wells and aquifers, flowing through or under the *parcel*, will not be negatively impacted by the *soil deposit* activity or by storm water runoff from the *soil deposit* site (this may be combined with a Riparian Areas Protection Regulation Assessment where required);
    - (iv) measures for controlling noxious weeds and invasive species; and
    - (v) measures to control: dust, noise, odour, smoke, vibration and visual impacts caused by the *deposit* on adjacent *parcels*, and the tracking of *soil* or other material onto highways.

## GENERAL APPLICATION REQUIREMENTS

- 28** In addition to the *application* requirements under Sections 25 and 27, the *General Manager* may require the following information prior to considering issuance of a *permit*:

- (a) a survey of the *parcel*, or in the case of a *parcel* exceeding 1 ha a survey of that part of the *parcel* that is the subject of the *application*, prepared by a British Columbia Land Surveyor (BCLS), including:
  - (i) the location of property boundaries, and any easements, statutory rights-of-way and covenant areas;
  - (ii) the specific location on the property where the *soil* is to be *deposited*;
  - (iii) the location of driveway accesses and internal roadways, buildings and structures located on the property;
  - (iv) the location of wells and septic fields;
  - (v) the location of all public infrastructure within 20 m of the property;
  - (vi) the location of any *stream*, lake, pond, wetland, *drainage course* or the sea on the subject property or within 30 m of the subject property; and
- (b) a Site Remediation Plan prepared by a *qualified professional*, including:
  - (i) reclamation measures to stabilize, landscape and restore the land upon completion of the *soil deposit* activity;
  - (ii) measures for permanent drainage and storm water management; and
  - (iii) measures to address noxious weeds and invasive species after completion the of *soil deposit* activity; and
- (c) for land that, in the opinion of the *General Manager*, may be susceptible to flooding, a Hydrology Report prepared by a *qualified professional* certifying that adjacent property and infrastructure will not be subject to increased flooding and hydraulic impacts caused by the reduced absorptive capacity of the land, reduced flood capacity, or the blockage or re-direction of flood water flows; and
- (d) for land that is located within an aquifer that is highly vulnerable to contamination by surface sources as classified by the Province of British Columbia or a study of the CRD, written authorization from the Ministry responsible.

## PERMIT CONDITIONS

- 29** A *permit* constitutes written authority under this Bylaw to conduct only those activities described in the *permit*. All *deposit* activity must comply with the conditions of the *deposit permit* and this Bylaw.
- 30** All plans, specifications and *professional reports* forming part of an *application* in respect of which a *permit* is issued forms part of and will be incorporated into the *permit* as conditions unless otherwise specified by the *General Manager* and, without limiting the foregoing, a *permit* issued may specify the maximum *volume* of *soil* that is to be *deposited*.
- 31** In addition to the conditions specified under Section 30, a *permit* may include one or more conditions pertaining to the regulations of this Bylaw.
- (a) Every *permit* holder must keep a daily record of all *soil deposited* on the *permit* site in the form of a *soil deposit logbook*.
  - (b) Every *permit* holder must, no later than twenty-four hours after a request to review the *soil deposit logbook*, submit the *soil deposit logbook* to the *General Manager* for review and inspection.
  - (c) Where information in the *soil deposit logbook* is incomplete or determined to be false, the *permit* may be suspended and the *permit* holder or owner must undertake one or more of the following measures, as determined by the *General Manager*, to renew work under the *permit*:
    - (i) Submit a *soil* quality assessment, including laboratory analysis of contamination for a specified *soil deposit* footprint, completed by a *qualified professional*;

- (ii) Complete the *soil deposit logbook*;
  - (iii) Correct any false *soil deposit logbook* records; and
  - (iv) Agree to submit monthly *soil deposit logbook* records for all subsequent *soil deposits* under the *permit*.
- (d) Prior to the *deposit* of any *soil* under a *Type 'B', Type 'C' or Type 'D' Soil Deposit Permit*, the holder must post a copy of the *permit*, or otherwise post a clear and legible sign, in English, indicating the duration and extent of the *soil deposit* at the point of entry to the property from the main road. The sign is to be 1 m x 1 m square and must include the *permit* number on it.
  - (e) The holder of the *permit* must contact the Ministry of Transportation and Transit and comply with its requirements for road maintenance and cleanup during and after the *soil deposit* works.
  - (f) The *General Manager* may require a post-*deposit* report prepared by a *qualified professional* confirming compliance with the *permit* conditions and certifying that the land is safe for the use intended.
  - (g) Where a Site Remediation Plan is required, the *General Manager* may require a post-*deposit* report prepared by a *qualified professional* one year after the date of completion of *soil deposit* activity certifying that any recommendations of the Plan have been satisfied.
  - (h) Where the *General Manager* has reason to believe that *soil* being *deposited* under this Bylaw is contaminated, the *General Manager* may order the immediate cessation of *soil deposit* until the person *depositing* the *soil* provides satisfactory evidence that the *deposit* is subject to and is in accordance with an authorization, certificate of compliance, order, or exemption under the *Environmental Management Act*.

#### **AUTHORITY TO ISSUE THE PERMIT**

- 32** The *Board* hereby delegates to the *General Manager* the authority to refer an *application* and to issue a *permit*.
- 33** The *General Manager* or *Board* may refuse to issue a *permit* where the *applicant* has not provided sufficient evidence that the *deposit* of *soil* can be carried out in compliance with this Bylaw and all other statutory, regulatory, bylaw and other requirements, and without creating a hazard to persons or property, damage to the environment, or irreparable damage to highways or other public property.

#### **REFERRAL AND NOTICE**

- 34** The CRD shall refer *applications* for a *Type 'B', Type 'C' or Type 'D' Soil Deposit Permit* as follows:
  - (a) Staff will refer *applications* to the Ministry of Transportation and Transit, the Ministry of Environment and Parks and to any other agency or service provider whose interests the CRD deems may be affected by the *soil deposit* and to relevant CRD departments for comment.
  - (b) Each agency and department has 20 working days after the referral date to provide comments.
  - (c) If after 20 working days an agency or department has not provided a response, the agency or department will be considered to have no concerns.
  - (d) Where an agency or department has advised that additional time will be required to review the *application*, an extension to the referral period may be considered.
- 35** An *application* for a *Type 'D' Soil Deposit Permit* may be referred by the *General Manager* or *Board* to the *Land Use Committee* for comment and a recommendation to the *General Manager* or *Board* with respect to the terms and conditions of the *permit*.
- 36** The CRD will provide a notice of intent to issue a *Type 'B' or Type 'C' Soil Deposit Permit* as follows:
  - (a) The CRD will provide notice in writing by regular mail to the owners and occupiers of land immediately adjacent to the *parcel* subject to the *permit application* a minimum of 10 working days prior to the date that issuance of the *permit* will be considered.

- 37** The CRD will provide a notice of intent to recommend or issue a *Type 'D' Soil Deposit Permit* as follows:
- (a) Where an *application* has been referred to the *Land Use Committee* under Section 35, the CRD will provide notice of the *Land Use Committee* meeting at which a recommendation will be considered, the CRD, by regular mail, to the owners and occupiers of land within 500 m of the *parcel* subject to the *permit application* a minimum of 10 working days prior to the date of the *Land Use Committee* meeting; or
  - (b) Where the *General Manager* or *Board* has not referred an *application* to the *Land Use Committee*, the CRD will provide notice in writing by regular mail to the owners and occupiers of land within 500 m of the *parcel* subject to the *permit application* a minimum of 10 working days prior to the date that issuance of the *permit* will be considered.

### INSPECTION

- 38** The CRD *Bylaw Enforcement Officer* or *Building Official* is authorized, at all reasonable times, to enter and inspect any property to:
- (a) determine if the owner of a property upon which a proposed *deposit* operation is required to obtain a *permit*;
  - (b) determine if a *deposit* or *removal* has occurred on a property without a valid *permit* or approval, or is being carried out in accordance with the regulations of this Bylaw; and
  - (c) inspect a *soil deposit logbook*.
- 39** The owner of any property on which *soil* is *deposited* must maintain sufficient up-to-date records and physically identify and mark on the ground the outermost extents and elevation of the *soil deposit* activity to allow the progress of the *deposit* operation to be monitored by the CRD. Such records must be made available to the *Bylaw Enforcement Officer* or *Building Official* upon request.

### TERM OF PERMIT

- 40** Every *permit* issued under this Bylaw expires upon the earlier of:
- (a) the time at which the *deposit* of the total amount of *soil* authorized to be *deposited* by the *permit* has been completed;
  - (b) for a *Type 'A' or 'B' Soil Deposit Permit*, one year after the date of *permit* issuance;
  - (c) for a *Type 'C' Soil Deposit Permit*, two years after the date of *permit* issuance; or
  - (d) the expiry date expressly stated in the *permit*.

### PERMIT RENEWAL

- 41** If the *deposit* authorized by a *Type 'A', 'B' or 'C' Soil Deposit Permit* is not completed before the *permit* expires under Section 37, the *General Manager* may renew the *permit* provided that:
- (a) the *applicant* makes a written request to the *General Manager* for a renewal or extension a minimum of 10 days prior to the expiry date;
  - (b) the *applicant* has paid the required renewal and security fees;
  - (c) the *applicant* has submitted a title search and owner authorization, obtained no more than 30 days prior to the date of submission of the renewal;
  - (d) the *deposit* is being carried out in compliance with the original *permit*, including any conditions of a *professional report* that may apply; and
  - (e) there is no change in scope from the original *application*.

- 42** There is no limit on the number of times an *applicant* may apply for renewals, but no *applicant* has a vested right to receive any renewals. The CRD reserves the right to require that the terms and conditions of the *permit* may be revised prior to the renewal of the *permit*.
- 43** Requests for renewal that include a change in the scope of the original *application* will require a new *deposit application* and fees to be submitted.
- 44** A *Type 'D' Soil Deposit Permit* may not be renewed. Further *soil deposit* will require a new *application* and *permit*.

#### **FEES AND SECURITY DEPOSITS**

- 45** The *application* and volumetric fee for the *permit* is set out in Schedule 'A' and is based upon the *volume* of material to be *deposited* and, except as otherwise noted on Schedule 'A', must be paid in full before issuance of the *permit*.
- 46** To ensure the due and proper compliance with all the requirements and conditions of this Bylaw, including but not limited to the non-payment of *soil deposit* fees, the *applicant* must, before receiving a *permit* for the *deposit* of *soil*, provide a *security deposit* in the amount as set out in Schedule 'A'. Where the *security deposit* is provided in the form of an irrevocable letter of credit, such letter of credit must be clean and unconditional, automatically renewing and drawn on a charter bank in Canada.
- 47** The CRD shall not be required to pay any interest on a *security deposit*.
- 48** The CRD may draw upon the *security deposit* to remedy any breach of the Bylaw or *permit* conditions, including but not limited to:
- (a) failure to adhere to the conditions and plans attached to the *permit*, including but not limited to the submission of reports from a *qualified professional*;
  - (b) causing or permitting any damage or adverse effect to the environment, public health or safety, or neighbouring properties as a result of *soil deposit* activities; or
  - (c) failure to complete the *soil deposit* within the specified time or to obtain an extension from the CRD.
- 49** Where a *security deposit* is required under this Bylaw, the CRD will hold the *security deposit* for a minimum of six (6) months after the *permit* has expired or the works authorized by the *permit* have been completed and certified by a *qualified professional*.
- 50** Where the CRD undertakes remedial action to remedy any contravention of this Bylaw or the conditions of a *permit*, the full costs will be borne by the *applicant*.

#### **PERMIT SUSPENSION, CANCELLATION AND AMENDMENT**

- 51** If there is a contravention of any term or condition of the *permit*, or the *permit* was issued on the basis of statements made in an *application*, report, declaration or record required under this Bylaw that were false or misleading with respect to a material fact, or that omitted to state a material fact, the omission of which made the statement false or misleading, the *General Manager* may:
- (a) suspend in whole or in part the rights of the *applicant* under the *permit*;
  - (b) expire the *permit*;
  - (c) amend the *permit*; or
  - (d) attach new conditions to a *permit* without the consent of the *applicant*.
- 52** For any proposed material changes to the *permit*, the *General Manager* may require one or more of the following:
- (a) the submission of amended information under Section 22, 25, 27 or 28;
  - (b) referral under Section 32 and 33;

- (c) notice under Section 34 and 35; and
- (d) the submission of a new *application*, along with applicable fees.

**OFFENCES AND PENALTIES**

- 53** An offence is committed against this Bylaw by any person who:
  - (a) contravenes a regulation or requirement of this Bylaw;
  - (b) causes, allows or permits a regulation or requirement of this Bylaw to be contravened; or
  - (c) fails to comply with any term or condition of a *permit*.
- 54** Any person violating any provision of this Bylaw or any person allowing a violation of this Bylaw is liable on summary conviction to a maximum fine of \$50,000.
- 55** A separate offence shall be deemed to be committed on each day during, or on which, a violation occurs or continues.
- 56** The penalties imposed under Section 52 are in addition to and not in substitution for any other penalty or remedy imposed by this Bylaw or any other statute, law or regulation.

**INDEMNIFICATION**

- 57** The holder of the *permit* is at all times responsible for compliance with the provisions of this Bylaw and any other applicable enactment and for any claim, demand, damage, loss, costs, expense, fees, or fine that may arise from the *deposit of soil*.
- 58** The holder of a *permit* must save harmless, indemnify and keep indemnified the CRD, its officers, employees, contractors, and elected officials from any and all claims, demands, damages, losses, costs, expenses, fees, fines, actions, proceedings whatsoever brought by any person arising from the issuance of a *permit* under this Bylaw with respect to the *deposit of soil* authorized under a *permit*.

**MINISTERIAL APPROVAL**

- 59** Recognizing the provincial interest in matters related to the *deposit of soil* and other material, making reference to the quality of *soil* or material or to contamination, this Bylaw has been reviewed and approved by the minister responsible.

READ A FIRST TIME                      THIS                      \_\_\_\_\_                      DAY OF                      \_\_\_\_\_                      2025

READ A SECOND TIME                      THIS                      \_\_\_\_\_                      DAY OF                      \_\_\_\_\_                      2025

READ A THIRD TIME                      THIS                      \_\_\_\_\_                      DAY OF                      \_\_\_\_\_                      2025

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
 Ministry of Environment and Parks

ADOPTED                                      THIS                                      \_\_\_\_\_                                      DAY OF                                      \_\_\_\_\_                                      2025

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CHAIR

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CORPORATE OFFICER

**SCHEDULE "A": FEES AND SECURITY DEPOSIT**

PERMIT TYPE	PERMIT VOLUME	APPLICATION AND VOLUMETRIC FEE	SECURITY DEPOSIT	RENEWAL FEE
A	Up to 250 m <sup>3</sup>	\$25	N/A	\$25
B	251 m <sup>3</sup> to 2,000 m <sup>3</sup>	\$550 <i>application</i> fee plus \$0.93 per cubic metre of <i>soil</i> to be <i>deposited</i>	\$5,000	\$550
C	2,001 m <sup>3</sup> to 4,000 m <sup>3</sup>	\$2,000 <i>application</i> fee plus \$1.11 per cubic metre of <i>soil</i> <i>deposited</i>	\$10,000	\$2,000
D	Greater than 4,000 m <sup>3</sup>	\$3,000 <i>application</i> fee plus \$1.24 per cubic metre of <i>soil</i> <i>deposited</i>	\$15,000 per hectare, or part thereof, on which <i>soil</i> is to be <i>deposited</i>	Not Applicable

1. Prior to the issuance of a *Type 'B' or Type 'C' Soil Deposit Permit*, payment of the *application* fee, volumetric fee based on the estimated *volume* of *soil* to be *deposited*, and *security deposit* is required.
2. Prior to the issuance of a *Type 'D' Soil Deposit Permit*, payment of the *application* fee, 50% of the volumetric fee, and the *security deposit* is required. The remaining 50% of the volumetric fee is due upon the *deposit* of 50% of the *volume* of *soil* authorized to be *deposited* by the *permit*, as reported by the *qualified professional* and/or *soil deposit logbook*.

**SCHEDULE 'B': CONTAMINATED SITE WAIVER**



Juan de Fuca Community Planning  
 3 – 7450 Butler Road  
 Sooke, BC V9Z 1N1  
 T: 250.642.1500 | F: 250.642.5274

Date Received
---------------

**SOIL DEPOSIT | CONTAMINATED SITE WAIVER**

**PROPERTY INFORMATION**

<b>Land from which soil is to be removed:</b>	
PID: _____	Folio: _____
Legal Description: _____	
Lot: _____	Section: _____
Block: _____	Township: _____
Plan: _____	
Land District: _____	
Civic Address: _____	
<b>Land on which soil is to be deposited:</b>	
PID: _____	Folio: _____
Legal Description: _____	
Lot: _____	Section: _____
Block: _____	Township: _____
Plan: _____	
Land District: _____	
Civic Address: _____	

**OWNER/APPLICANT INFORMATION**

<b>Name of Registered Owners:</b>	
(If more than two, please list on a separate page.)	
1.	_____
2.	_____
<b>Name of Applicant:</b> _____	
<b>Applicant Contact Information:</b>	
Mailing Address:	
Street: _____	City: _____
Province: _____	Postal Code: _____
Tel (work): _____	Tel (home): _____
Tel (mobile): _____	
Email: _____	

**OWNER DECLARATION**

I, the owner of the land described above, hereby represent to the Capital Regional District, that to best of my knowledge, having done due and diligent inquiry, knowing that the Capital Regional District relies on this representation and warranty, the property described above has not been used for any of the industrial or commercial purposes and activities specified in Schedule 2 of the Contaminated Sites Regulation of the British Columbia Environmental Management Act.

Accordingly, I elect not to complete and submit a Schedule 1 Site Disclosure Statement in accordance with Section 40 (1)(b) of the Environmental Management Act.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
 Signature of Owner      dd mm yy

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
 Signature of Owner      dd mm yy

CAPITAL REGIONAL DISTRICT  
BYLAW NO. 4672

\*\*\*\*\*

A BYLAW TO AMEND BYLAW NO. 1857, THE "CAPITAL REGIONAL DISTRICT  
TICKET INFORMATION AUTHORIZATION BYLAW, 1990"

\*\*\*\*\*

WHEREAS:

- A. Under Bylaw No. 4435, "Juan de Fuca Soil Removal or Deposit Bylaw No. 2, 2025", the Regional Board replaced Bylaw No. 3941, "Juan de Fuca Soil Removal or Deposit Bylaw, 2015";
- B. The Board wishes to amend Bylaw No. 1857, "Capital Regional District Ticket Information Authorization Bylaw, 1990", to permit enforcement of certain contraventions of Bylaw No. 4435 by means of a ticket in the form prescribed for the purpose of Division 3 of Part 8 of the *Community Charter* and to establish fine rates;

**NOW THEREFORE**, The Board of the Capital Regional District, in open meeting assembled, enacts as follows:

- 1. Bylaw No. 1857, "Capital Regional District Ticket Information Authorization Bylaw 1990", is amended as follows:
  - (a) In Schedule 1, section 6, by replacing the reference to "Juan de Fuca Soil Removal or Deposit Bylaw, 2015, Bylaw No. 3941" with "Juan de Fuca Soil Removal or Deposit Bylaw, 2021, Bylaw No. 4435".
  - (b) By replacing Schedule 7 with a new Schedule 7 attached to this Bylaw as Appendix A.
- 2. This Bylaw may be cited for all purposes as "Capital Regional District Ticket Information Authorization Bylaw 1990, Amendment Bylaw No. 83, 2024".

READ A FIRST TIME THIS	day of	202_
READ A SECOND TIME THIS	day of	202_
READ A THIRD TIME THIS	day of	202_
ADOPTED THIS	day of	202_

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
CORPORATE OFFICER

**APPENDIX A**

**SCHEDULE 7 TO BYLAW NO. 1857**

**JUAN DE FUCA SOIL REMOVAL OR DEPOSIT BYLAW NO. 2, 2024**

<b>WORDS OR EXPRESSIONS DESIGNATING OFFENCE</b>	<b>SECTION</b>	<b>FINE if Paid on or before the 30<sup>th</sup> day from the date on which the ticket is served</b>	<b>FINE if Paid after the 30<sup>th</sup> day from the date on which the ticket is served</b>
1. Deposit or cause, permit or allow deposit of soil without permit	8 (a)	\$550	\$750
2. Deposit or cause, permit or allow deposit greater than 20,000 m <sup>3</sup> of soil	8 (b)	\$750	\$1,000
3. Deposit or cause, permit or allow deposit of unsuitable material	8 (c)	\$750	\$1,000
4. Remove/deposit soil in or around a watercourse	8 (d)	\$750	\$1,000
5. Unlawful removal/deposit of soil on ALR land	8 (e)	\$750	\$1,000
6. Deposit contrary to a permit	8 (f)	\$750	\$1,000
7. Remove soil on a holiday	11 (a)(i)	\$375	\$500
8. Remove soil outside permitted hours	11 (a)(ii) or 11(b)(i)	\$375	\$500
9. Removal of soil without development permit	11 (c)	\$750	\$1,000
10. Removal of soil not in compliance with development permit	11 (d)	\$550	\$750
11. Removal of soil without sediment control	11 (e)	\$550	\$750
12. Removal of soil without deposit permit	11 (f)	\$250	\$500
13. Removal of soil without Ministry of Transportation and Transit approval	11 (g)	\$125	\$250
14. Soil or other material on public highway right-of-way	11 (h)	\$125	\$250
15. Deposit soil on a holiday	12 (a)(i)	\$125	\$250
16. Deposit soil outside permitted hours	12 (a)(ii) or 12 (b)(i)	\$125	\$250
17. Deposit of soil without development permit	12 (c)	\$275	\$550
18. Deposit of soil not in compliance with development permit	12 (d)	\$275	\$550
19. Deposit of soil without sediment control	12 (e)	\$250	\$500
20. Deposit activity obstructs, impairs or impedes drainage facility or watercourse	12 (f)	\$750	\$1,000

21. Deposit of soil on or to create an over-steepened fill slope	12 (g) or 12 (g)(i)	\$250	\$500
22. Insufficient drainage	12 (h)	\$250	\$500
23. Increased drainage over adjacent property	12 (i)	\$250	\$500
24. Soil deposited over well/water source/sewage disposal system	12 (j)	\$550	\$750
25. Deposit of soil without Ministry of Transportation and Transit approval	12 (k)	\$125	\$250
26. Soil or other material within public highway right-of-way	12 (l)	\$125	\$250
27. Soil deposited over statutory right-of-way	12 (m)	\$250	\$500
28. Deposit of Soil without Type 'A' Permit	21	\$250	\$500
29. Deposit of Soil without Type 'B' Permit	23	\$550	\$750
30. Deposit of Soil without Type 'C' Permit	24	\$750	\$1,000
31. Deposit of Soil without Type 'D' Permit	26	\$1,000	\$1,250
32. Failure to keep soil deposit logbook	31 (a)	\$250	\$500
33. Failure to produce soil deposit logbook upon request	31 (b)	\$250	\$500
34. Incomplete soil deposit logbook	31 (c)	\$125	\$250
35. Failure to post soil deposit permit/sign	31 (d)	\$125	\$250
36. Failure to clean road	31 (e)	\$125	\$250
37. Failure to comply with deposit cessation order	31 (h)	\$750	\$1,000
38. Failure to produce soil deposit records	39	\$125	\$250
39. Failure to identify and mark the soil deposit extents	39	\$125	\$250

CAPITAL REGIONAL DISTRICT  
BYLAW NO. 3941

\*\*\*\*\*

A BYLAW TO REGULATE THE REMOVAL OR DEPOSIT OF SOIL ON LANDS  
WITHIN THE JUAN DE FUCA ELECTORAL AREA

\*\*\*\*\*

**WHEREAS:**

- A. Under the Supplementary Letters Patent issued on February 12, 1973 (Division XI), as amended by the Supplementary Letters Patent dated August 25, 1986, the Capital Regional District was given authority to undertake the function of regulating the removal and deposit of soil;
- B. Section 723 of the *Local Government Act* authorizes a Regional District to regulate or prohibit the Removal of Soil, including sand, gravel, and rock, and the Deposit of Soil and other materials on any land within the electoral areas, to make different regulations and prohibitions for different areas, and to require permits and impose fees;
- C. The Board of the Capital Regional District wishes to regulate both the Removal of Soil and the Deposit of Soil and other materials within the Juan de Fuca Electoral Area of the Capital Regional District;
- D. The Capital Regional District recognizes that within areas designated as Agricultural Land Reserve (ALR) under the *Agricultural Land Commission Act (ALC Act)* this bylaw has no force or effect unless the soil deposit or extraction is permitted under the *ALC Act or Regulations*, or approval from the Agricultural Land Commission for soil deposit or extraction has been obtained through an application or notification process.

**NOW THEREFORE** the Board of the Capital Regional District, in open meeting assembled, enacts as follows:

**1.0 DEFINITIONS**

In this bylaw, the following definitions apply:

**AGENT** means a person who has been authorized in writing by an owner to apply for a permit and to act on the owner's behalf.

**AGRICULTURAL LAND COMMISSION (ALC)** means the Provincial Agricultural Land Commission established under Section 4 of the *ALC Act*.

**AGRICULTURAL LAND RESERVE (ALR)** means agricultural land designated as an agricultural land reserve under the *ALC Act* and includes an agricultural land reserve under a former Act.

**APPLICANT** means an owner, or their agent, who has submitted an application.

**APPLICATION** means an application for a permit to deposit or remove soil.

**BOARD** means the Capital Regional District Board.

**COMPOST** means a product which is:

- (a) a stabilized earthy matter having the properties and structure of humus;
- (b) beneficial to plant growth when used as a soil amendment;
- (c) produced by composting; and
- (d) only derived from organic matter.

**DEPOSIT** means the act of moving soil and placing it upon a parcel of land on which such soil and other material did not previously exist or stand.

**ELECTORAL AREA** means the Juan de Fuca Electoral Area of the Capital Regional District.

**GENERAL MANAGER** means the General Manager, Planning and Protective Services, Capital Regional District, or a person authorized to act on his or her behalf.

**HOLIDAY** means:

- (a) Sunday, Christmas Day, Good Friday and Easter Monday;
- (b) Canada Day, Victoria Day, British Columbia Day, Labour Day, Remembrance Day, Family Day and New Year's Day;
- (c) December 26; and
- (d) a day set by the Parliament of Canada or by the Legislature, or appointed by proclamation of the Governor General or the Lieutenant Governor, to be observed as a day of general prayer or mourning, a day of public rejoicing or thanksgiving, a day for celebrating the birthday of the reigning Sovereign, or as a public holiday.

**LAND USE BYLAW** means the Juan de Fuca Land Use Bylaw, 1992, Bylaw No. 2040, Malahat Land Use Bylaw, 1982, Bylaw No. 980, Rural Resource Lands, Land Use Bylaw No. 3602, Port Renfrew Comprehensive Community Plan, Bylaw No. 3109 and the Willis Point Comprehensive Community Plan, Bylaw No. 3027.

**LAND USE COMMITTEE** means the individuals from the Juan de Fuca Electoral Area appointed by Board, to advise the Board on matters associated with Part 26 of the *Local Government Act*.

**PARCEL** means a lot, block or other area in which real property is held or into which real property is subdivided, and includes a strata lot created under the *Strata Property Act*, with the exception of a strata plan that contains strata lots, all the boundaries of which are coterminous with the walls of a building, with the exception of a balcony or a private exterior space that does not exceed 20% of the total floor area of the strata lot.

**PERMIT** means the written authority issued by the General Manager for the removal from or deposit of soil to any parcel.

**PERMIT AREA** means the area of land over which the soil removal or soil deposit occurs, or is proposed to occur, within the subject parcel.

**PROFESSIONAL REPORT** means a report, or reports, prepared by a Qualified Professional in compliance with this bylaw.

**QUALIFIED PROFESSIONAL (QP)** may include a landscape architect, qualified environmental professional, a registered professional biologist, a professional geologist or hydro-geologist, a registered professional agrologist or a registered professional engineer, who is working within their field of expertise and is in good standing with the applicable professional organization.

**REMOVAL** means the act of removing soil from any parcel on which it exists and shall include the removal of soil which has been placed into a stockpile or storage facility.

**SECURITY DEPOSIT** means a cash deposit, certified cheque or irrevocable letter of credit provided by the applicant to ensure all works will be carried out in compliance with the conditions of the bylaw.

**SOIL** means topsoil, sand, gravel, rock and other substances of which land is composed, or any other combination of these substances, but does not include minerals as defined in the *Mineral Tenure Act or Regulation*; or manure from animals, or household or farm compost material placed on land as a soil amendment or conditioner.

**UNSUITABLE MATERIAL** means any rubbish, derelict vehicle, metals, demolition wastes, garbage or waste materials, including containers, packages, bottles, cans or parts thereof; or any abandoned or discarded article, product or goods of manufacture.

**WATERCOURSE** means a permanent or non-permanent (containing water at least six months of the year) source of water supply that is natural or man-made, including a pond, lake, river, creek, brook, ditch, spring or wetland that is integral to a stream, with well-defined banks and a bed of 0.6 m or more below the surrounding land serving to give direction to or containing a current of water but does not apply to a man-made pond that does not connect to a stream.

## 2.0 PURPOSE

This bylaw has been enacted for the purpose of regulating the removal and deposit of soil within the Juan de Fuca Electoral Area of the Capital Regional District in the general public interest. The purpose of this bylaw does not extend:

- (a) to the protection of owners, occupiers or persons involved in the removal or deposit of soil from economic loss;
- (b) to the assumption of the Capital Regional District or any officer or employee of the Capital Regional District of any responsibility for ensuring compliance by a person involved in the removal or deposit of soil on land, his or her representatives, or any employees, contractors, or agents with this bylaw, or any other enactments applicable to the removal or deposit of soil or the development of land;
- (c) to providing any person with a warranty that any deposit or removal of soil will not violate this bylaw, any other enactment or create any nuisance of any type;
- (d) to relieving applicants from any liability relating to damaging highways or depositing materials on highways; or
- (e) to lands within the ALR except where allowed under the *ALC Act or Regulations* or as approved by the ALC through an application/notification process.

## 3.0 BYLAW APPLICATION

This bylaw applies within the Juan de Fuca Electoral Area except when in conflict with the *ALC Act or Regulations*.

## 4.0 SEVERABILITY

If any section, subsection, sentence, paragraph, or schedule forming part of this bylaw is for any reason held to be invalid by the decision of any Court of competent jurisdiction, the section, subsection, paragraph, or schedule may be severed from the bylaw without affecting the validity of the bylaw or any portion of the bylaw or remaining schedules.

## 5.0 INCORPORATION OF SCHEDULES

Schedule "A", attached hereto is hereby made a part of this bylaw.

## 6.0 REPEAL AND REPLACEMENT OF BYLAWS

The following bylaw is hereby repealed in its entirety:

- (a) Capital Regional District Bylaw No. 3297, cited as the "Juan de Fuca Electoral Area Soil Removal and Deposit Bylaw No. 1, 2006".

and replaced by this bylaw.

## 7.0 PROHIBITIONS

No person shall do any of the following anywhere in the Electoral Area:

- (a) cause or permit the removal of soil from any parcel, unless or until a permit allowing the removal has first been obtained or unless the removal does not require a permit as set out in Section 8.0;
- (b) cause or permit the deposit of soil on any parcel, unless or until a permit allowing the deposit has first been obtained or unless the deposit does not require a permit as set out in Section 8.0;
- (c) cause or permit the deposit of unsuitable material or soil contaminated with invasive species on any parcel;
- (d) remove or deposit soil in or around a watercourse unless in compliance with the provincial *Riparian Area Regulation* and the *Water Act*, or Part 9 of the *Health Safety and Reclamation Code*; or
- (e) remove or deposit any soil material on land in the ALR unless permitted by the *ALC Act or Regulations* or as approved by the ALC through an application/notification process.

## 8.0 PERMIT EXEMPTIONS

- 8.1 Subject to meeting the requirements set out in Sections 8.2 and 8.3, a person may remove soil from a parcel or deposit soil onto a parcel without a permit provided the parcel is located outside of the ALR, and that at least one of the following conditions is satisfied:
- (a) on a parcel less than 0.4 ha (1 acre) in area, where the total quantity of soil removed or deposited does not exceed 60 m<sup>3</sup> in any calendar year;
  - (b) on a parcel 0.4 ha (1 acre) or greater in area, where the total quantity of soil removed or deposited does not exceed 250 m<sup>3</sup> in any calendar year;
  - (c) the removal or deposit is required for the construction or repair of works, roads, highways or services by or on behalf of the Capital Regional District, or the Ministry of Transportation and Infrastructure, and the removal is from or the deposit is onto a parcel owned or leased by one of these authorities;
  - (d) the removal is from a parcel owned or leased by the federal or provincial government provided that this exemption does not apply to the removal of soil on a parcel that is leased or licensed by the provincial or federal government to a third party;
  - (e) the deposit is to a parcel owned or leased by the federal or provincial government provided that this exemption does not apply to the deposit on a parcel that is leased or licensed by the provincial or federal government to a third party;
  - (f) the removal or deposit of soil is necessary for the construction of basements and foundations or installation of works and services including septic fields and driveways associated with the construction of a building under a valid building permit;
  - (g) the soil is being relocated within the boundaries of the parcel from which it originates;
  - (h) the removal or deposit of soil is on land used for commercial landscape supply, horticultural use or as a nursery in compliance with the Land Use Bylaw and the *ALC Act*, and such deposit or removal is necessary as part of the landscape supply, horticultural or nursery operation.
- 8.2 The onus of demonstrating compliance with Section 8.1 shall be at all times on the person undertaking the removal and/or deposit of soil, who shall provide to the Capital Regional District sufficient documentation to confirm that the person meets the conditions for granting an exemption. Such documentation must be received by the CRD at least 10 days prior to the commencement of the deposit or removal.
- 8.3 A person who intends to deposit soil under Section 8.1 must submit to the CRD, at least 10 days before the proposed deposit, a site profile, as set out in Schedule 1 of the Contaminated Sites Regulation of the *Environmental Management Act* of British Columbia, of the site from which the soil originated.

## 9.0 PERMIT APPLICATION REQUIREMENTS

- 9.1 Every applicant for a permit must file with their application the following information about the parcel on which the permit area is located, as follows:
- (a) the street address;
  - (b) the legal description;
  - (c) a title search, and copies of all registered encumbrances, including water licenses obtained within 30 days of application;
  - (d) the name of the registered owner;
  - (e) the signature of the applicant and the owner if the owner is not the applicant;
  - (f) the applicable security deposit and permit fees (see Schedule "A");
  - (g) a plan of the property showing the location of any structures, the area where soil is to be removed or deposited, and the access points to and from the property;
  - (h) the volume of soil to be removed or deposited;

- (i) the proposed completion dates for stages of soil deposit or removal, if applicable;
  - (j) for soil deposit, a site profile, as set out in Schedule 1 of the Contaminated Sites Regulation of the *Environmental Management Act* of British Columbia, of the site from which the soil originated; and
  - (k) for soil removal, except soil removal related to a *Mines Act* Permit, the location (address and/or legal description) where the soil is to be deposited.
- 9.2 Subject to Section 10.3 for soil volumes that are 500 m<sup>3</sup> or more in a calendar year, every applicant shall provide with their application a Professional Report and site remediation plan, which address the following:
- (a) plans, drawn to a scale of not less than 1:1,000, showing the existing contours with contour intervals of not more than 2 m; and the location of buildings or structures; watercourses, tree cover, wells, known aquifers; sewage disposal fields, public utilities; the proposed permit area; driveways; and ingress and egress points from the proposed permit area to a highway.
  - (b) the applicant is to provide certification by a British Columbia Land Surveyor, if in the opinion of the General Manager, the nature or type of deposit or removal requires accurate topographic information or the determination of the location of natural features, structures, services and property lines;
  - (c) the proposed contours of the parcel in its final state upon completion of the permit activities with contour intervals of not more than 2 m;
  - (d) the proposed slopes, which will be maintained upon completion of the removal or deposit;
  - (e) the method proposed to control the erosion of the banks of the soil;
  - (f) the proposed completion dates for stages of deposit or removal, if applicable;
  - (g) the proposed methods to control: dust, noise, odour, smoke, vibration and visual impacts caused by the deposit or removal on adjacent parcels, and the tracking of soil or other material onto highways;
  - (h) plans to ensure that no silt seeps or flows into any watercourse, well or aquifer on, under or flowing through the parcel;
  - (i) the proposed methods of drainage control and protection of connecting or nearby watercourses, wells or aquifers during the proposed deposit or removal; and
  - (j) methods to stabilize the slopes of the soil, including any revegetation upon completion of the removal or deposit.
- 9.3 If the applicant is not the owner of the parcel of land, the applicant must include with his application a signed letter from the owner of the parcel of land authorizing the applicant to carry out the works on behalf of the owner.
- 9.4 Subject to Section 14.2, an applicant may provide the reports, plans and documents submitted in support of a *Mines Act* Permit for a parcel in satisfaction of the requirements set out in Section 9.2.
- 10.0 AUTHORITY TO ISSUE THE PERMIT**
- 10.1 The Board hereby delegates to the General Manager, Planning and Protective Services the authority to issue a soil deposit or removal permit.
- 10.2 The General Manager may require the application be referred to the Juan de Fuca Land Use Committee for consideration and recommendation to the Board.
- 10.3 The General Manager may request that the applicant provide a Professional Report, which shall certify at the applicant's expense that:
- (a) the plans, specifications and reports for the proposed soil removal or deposit have been prepared in compliance with good engineering practices; and

- (b) upon completion of the soil removal or deposit, the works substantially comply with the terms of the permit and the conditions specified in the plans, specifications and the Professional Report prepared by the Qualified Professional; and
- (c) the land within the permit area after the soil removal or deposit is completed is safe for the intended use, and has been suitably stabilized to mitigate impacts of erosion, sloughing and instability.

10.4 The General Manager or the Board, where a permit has been referred to the Board, may refuse to issue a permit where the applicant has not provided to the Capital Regional District sufficient evidence that the deposit or removal of soil can be carried out without creating a hazard to persons or property, damage to the environment, or irreparable damage to highways or other public property.

## 11.0 CONSULTATION

11.1 Staff will provide notice in writing, by regular mail, to the owner of a parcel that abuts a parcel with a pending soil removal/deposit application a minimum of 10 working days prior to a decision on the permit application.

11.2 Except for a pending soil removal/deposit application related to an existing *Mines Act* Permit, staff will refer applications for amounts greater than 250 m<sup>3</sup> to the Ministry of Transportation and Infrastructure, the provincial Archaeological Branch and the Ministry of Environment for comment. Each agency has 20 working days after the application has been referred to them, to provide any comments. If after 20 working days the agency has not notified the Regional District in writing about their concerns, the agency, will be considered to have no concerns.

11.3 The General Manager may call for or receive public comment upon any permit or renewal application. If the General Manager decides that the community should have an opportunity to comment, then the General Manager may:

- (a) refer the application to the Juan de Fuca Land Use Committee for its consideration and recommendation to the Board; and/or
- (b) require notice to be placed in two consecutive local newspaper publications, paid for at the applicant's expense.

11.4 The CRD will provide notice in writing, by regular mail, to the owner of a parcel that abuts a parcel subject to a soil permit, when the CRD receives a request for a renewal of a soil removal /deposit permit a minimum of 10 working days prior to a decision on the permit renewal.

11.5 The General Manager may make a decision regarding the renewal of a permit if he or she is satisfied that the CRD made reasonable efforts to provide notice in accordance with Section 11.3.

## 12.0 PERMIT CONDITIONS

12.1 The permit may include one or more conditions pertaining to Subsections 9.1(g) to (k) of this bylaw.

12.2 No person shall engage in the removal or deposit of soil:

- (a) on any Sunday or Holiday; or
- (b) between 7 o'clock p.m. and 7 o'clock a.m. on any day not referred to in Subsection 12.2 (a).

12.3 A permit constitutes written authority under this bylaw to conduct only those activities described in the permit.

12.4 All plans, specifications and Professional Reports forming part of an application in respect of which a permit is issued shall form part of and be incorporated in the permit unless otherwise specified by the General Manager and, without limiting the foregoing, a permit issued shall be limited to the volume of soil that is to be deposited or removed.

12.5 The holder of the permit shall post a copy of the permit, or otherwise shall post a clear and legible sign, in English, indicating the duration and extent of the soil removal/deposit at the point of entry to the property from the main road. The sign is to be 1 m x 1 m square and must include the permit number on it.

- 12.6 The holder of the permit shall contact the Ministry of Transportation and Infrastructure and comply with its requirements for road maintenance and cleanup during and after the works.
- 12.7 The General Manager may require a report prepared by a Qualified Professional indicating compliance with the permit conditions.
- 12.8 The holder will comply with the provisions of the *Heritage Conservation Act*, if and when archeological evidence is uncovered.

### **13.0 ADMINISTRATION**

- 13.1 Every permit issued under this bylaw, with the exception of permits noted in 13.2, expires upon the earlier of:
- (a) the removal or deposit of the total amount of soil authorized to be removed or deposited by the permit has occurred; or
  - (b) the expiry date expressly stated in the permit; or
  - (c) one year after the date of permit issuance.
- 13.2 In the case of a soil permit for a parcel which has an active *Mines Act* Permit, the soil permit under this bylaw will only be renewed in accordance with renewals to the *Mines Act* Permit.
- 13.3 If the removal or deposit authorized in a permit is not completed before the permit expires under Section 13.1, the General Manager may renew the permit provided that:
- (a) the applicant makes a written request to the General Manager for a renewal or extension a minimum of one month prior to the expiry date;
  - (b) the applicant has paid the required renewal and security fees;
  - (c) the removal or deposit is being carried out in compliance with the original permit, including any conditions of a Professional Report which may apply;
  - (d) there is no change in scope from the original application; and
  - (e) adjacent land owners are notified as outlined in Subsection 11.3.
- 13.4 There is no limit on the number of times an applicant may apply for renewals, but no applicant has a vested right to receive any renewals. The terms and conditions that come into being at renewal time of the permit shall be those that are current at that time; there shall be no grandfathering of terms and conditions.
- 13.5 Requests for renewal which include a change in the scope of the original application will require a new removal or deposit application and fees to be submitted.

### **14.0 PERMIT SUSPENSION, CANCELLATION AND AMENDMENT**

- 14.1 If there is a contravention of any term or condition of the permit, or the permit was issued on the basis of statements made in an application for a permit, report, declaration or record required under this bylaw that were false or misleading with respect to a material fact, or that omitted to state a material fact, the omission of which made the statement false or misleading, the General Manager may:
- (a) suspend in whole or in part the rights of the applicant under the permit;
  - (b) expire the permit;
  - (c) amend the permit; or
  - (d) attach new conditions to a permit without the consent of the applicant.
- 14.2 For any proposed material changes to the permit, the General Manager may require:
- (a) the submission of further, amended, or new information referred to in Section 9.1 or 9.2;
  - (b) further community consultation as outlined in Section 11.0; and
  - (c) the submission of a new application for a permit, along with applicable fees.

**15.0 FEES AND SECURITY DEPOSITS**

- 15.1 The fee for the permit shall be as set out in Schedule "A", based upon the quantity of material to be deposited or removed, and shall be paid in full before issuance of the permit.
- 15.2 As security deposit for the due and proper compliance with all the requirements and conditions of this bylaw, the applicant shall, before receiving a permit for the removal or deposit of soil, provide a cash deposit, certified cheque, or irrevocable letter of credit drawn upon a chartered bank, in the amount as set out in Schedule "A", based upon the permit area within the subject parcel designated for soil deposit or removal. The security provided under this section must remain valid from the date of issuance of a permit to a date that is not less than six months after expiration date of the permit with confirmation of compliance with the permit conditions.
- 15.3 Should an applicant not comply with the Professional Report provided in the permit, the Capital Regional District may undertake the necessary remedial actions and the full costs shall be borne by the applicant.
- 15.4 In the case of an application for a permit for a parcel in respect of which a permit issued under the *Mines Act* has also been issued, where a security deposit has been provided to the Ministry of Energy and Mines for the purpose of site reclamation, Section 15.3 shall not apply.

**16.0 VIOLATIONS AND PENALTIES**

- 16.1 An offence is committed against this bylaw by a person who:
  - (a) contravenes a provision of this bylaw;
  - (b) allows or permits a contravention of this bylaw; or
  - (c) fails to comply with any terms or conditions of a permit.
- 16.2 Every person guilty of an offence is liable, on summary conviction, to a fine of not less than \$2,000.
- 16.3 A separate offence shall be deemed to be committed upon each day during and in which the contravention occurs or continues.
- 16.4 The penalties imposed under Subsection 16.2 hereof shall be in addition to and not in substitution for any other penalty or remedy imposed by this bylaw or any other statute, law or regulation.

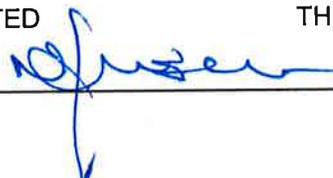
**17.0 INDEMNIFICATION**

- 17.1 The holder of the permit is at all times responsible for compliance with the provisions of this bylaw and any other applicable enactment and for any claim, demand, damage, loss, costs, expense, fees, or fine that may arise from a removal or deposit of soil.
- 17.2 The holder of a permit shall save harmless, indemnify and keep indemnified the Capital Regional District, its officers, employees, contractors, and elected officials from any and all claims, demands, damages, losses, costs, expenses, fees, fines, actions, proceedings whatsoever brought by any person arising from the issuance of a permit under this bylaw with respect to the removal or deposit of soil authorized under a permit.

**18.0 TITLE**

This bylaw may be cited for all purposes as the "Juan de Fuca Soil Removal or Deposit Bylaw No. 1, 2015".

READ A FIRST TIME	THIS	12 <sup>th</sup>	DAY OF	August	2015
READ A SECOND TIME	THIS	12 <sup>th</sup>	DAY OF	August	2015
READ A THIRD TIME	THIS	14 <sup>th</sup>	DAY OF	October	2015
ADOPTED	THIS	14 <sup>th</sup>	DAY OF	October	2015

CHAIR 

CORPORATE OFFICER 

**SCHEDULE "A": FEES AND SECURITY DEPOSIT**

<b>PERMIT QUANTITY</b>	<b>PERMIT FEE</b>	<b>SECURITY DEPOSIT</b>	<b>RENEWAL FEE</b>
Greater than 60 m <sup>3</sup> but less than 250 m <sup>3</sup>	\$250	\$2,000 per hectare, or part of, in Permit Area to have soil removed from or deposited to	\$100
250 m <sup>3</sup> or greater but less than 500 m <sup>3</sup>	\$550 Plus advertising costs, if required	\$3,000 per hectare, or part of, in Permit Area to have soil removed from or deposited to	\$200
500 m <sup>3</sup> or greater	\$1,000 plus advertising costs, if required	\$5,000 per hectare, or part of, in Permit Area to have soil removed from or deposited to	\$500



Making a difference...together

## REPORT TO GOVERNANCE AND FIRST NATIONS RELATIONS COMMITTEE MEETING OF WEDNESDAY, FEBRUARY 5, 2025

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**SUBJECT**    Proposed Amendments to the CRD Board Procedures Bylaw

### **ISSUE SUMMARY**

To update Bylaw No. 3828, “Capital Regional District Board Procedures Bylaw, 2012” to reflect updates to provincial legislation and to address miscellaneous housekeeping updates.

### **BACKGROUND**

Bylaw No. 3828, “Capital Regional District Board Procedures Bylaw, 2012” (“the Bylaw”), regulates the conduct of meetings of the CRD Board, its standing and select committees, and other advisory committees and commissions. The Bylaw was last amended on February 9, 2022 and is in need of a review to ensure consistency with the latest provincial statutes impacting regional district boards as well as some housekeeping updates.

On July 10, 2024, the CRD Board directed staff to report back to the Governance Committee with bylaw amendments to update the provisions for electronic meetings and electronic participation of members. Currently, the Bylaw permits electronic participation but does not allow for fully electronic meetings as the Chair is required to be present at the location publicized in the meeting notice. The proposed amendments for electronic meeting and electronic participation, attached as Appendix A, are consistent with the revised *Regional District Electronic Meetings Regulation B.C. Reg. 271/2005* (“the Regulation”).

During the previous Board term, the following motion with notice was proposed at the August 10, 2022 meeting of the CRD Board:

*That section 13(2) of the CRD Procedures Bylaw be amended to read “Where written application has not been received as prescribed in section 13(1), an individual or delegation may address the meeting if approved by a 2/3 majority vote of the Members present.”*

Currently, section 13(2) permits late delegates to be heard only with a unanimous vote of the Board. Unanimity in late delegations was introduced in 1989. Prior to that, they were not accepted. At present, those wishing to speak as a delegation can complete an online form or connect with CRD staff to schedule a delegation. Delegations must be submitted two days before the meeting, by end of day Monday for a Wednesday Board meeting. The proposed amendment on late delegations being permitted with a two-thirds vote has been included in the list of proposed miscellaneous housekeeping updates in Appendix B.

Note that in this report and the appendices, staff have used the same terms as in the Bylaw to ensure consistent use of language. The Bylaw uses the term “Member” as a defined term to refer to Board Directors and Alternate Directors, which is also used in this report and in the proposed amendments.

## **ALTERNATIVES**

### *Alternative 1*

The Governance and First Nations Relations Committee recommends to the Capital Regional District Board:

That staff be directed to prepare an amending bylaw to the “Capital Regional District Board Procedures Bylaws, 2012” to include the proposed amendments on electronic meetings and electronic participation (Appendix A) and miscellaneous updates (Appendix B).

### *Alternative 2*

That the proposed bylaw amendments in Appendix A and/or B be revised, as directed.

### *Alternative 3*

That this report be referred back to staff for additional information.

## **IMPLICATIONS**

### *Alignment with Board & Corporate Priorities*

The proposed bylaw amendments, attached as appendices to this report, are aligned with Board Priority initiative 5d to “foster greater civic participation among diverse community members and the CRD Corporate Plan initiative 16e-1 that staff “continue to review committees and commissions to find efficiencies and improve consistency”.

### *Service Delivery Implications*

#### **Electronic Meetings**

Electronic meetings allow all members to join a meeting by electronic means. Enabling this ability in the Bylaw will give flexibility to the Board to conduct business using telephone and video conferencing facilities without compromising the rights of the public to access the decision-making process. Under the Regulation, regional districts must still provide a physical location for the public to observe the fully electronic meeting. The Regulation also requires that a designed regional district officer (i.e. Corporate Officer) must be physically present in the public viewing location during all electronic meetings of the Board. For all other committee and commission meetings, any staff member can be physically present in the public viewing location.

Electronic meetings are not intended to be used by the Board on a regular basis, but rather are intended for special circumstances where physical in-person attendance is not practical due to an emergency situation or lack of an appropriate meeting place. Enabling this in the Bylaw, with the limitation that it can only be authorized at the call of the Chair and the Corporate Officer, is an important business continuity measure for the Board. Enabling this authority now will assist staff in planning upcoming boardroom renovations later this year, which may require the Board to meet electronically for a period of time while the boardroom is unavailable.

#### **Electronic Participation**

Electronic participation is a hybrid meeting where some members attend by electronic means. The proposed bylaw amendments concerning electronic participation continue to enable the

current practice of the Board with respect to enabling the option for electronic attendance. The proposed amendments do not set any limits on how many members can participate electronically in a single meeting, or on how many consecutive meetings a member may participate in electronically. The proposed bylaw amendment on electronic participation includes a provision that members must make reasonable efforts to attend meetings in person, unless an electronic meeting is scheduled in accordance with the Bylaw, and emphasizes the need to keep cameras on during meeting discussion and voting. While some other jurisdictions impose limits on the frequency of participating electronically, the Board has expressed in previous discussions that it prefers to be self-governing in this regard rather than taking a prescriptive approach in the Bylaw.

Currently, the only limit on meeting attendance for regional district directors is the potential for a Board Member to be disqualified under section 204 of the *Local Government Act*. A CRD Board Member is disqualified from holding office if the member is absent from 4 consecutive regularly scheduled board meetings.

#### Late Delegations

The motion to amend the voting threshold for allowing late delegations has already been endorsed by the Board in its previous term. It is unlikely that the change of voting threshold from unanimous consent to two-thirds consent will have a significant impact on the number of late delegations, given that these votes are rarely defeated, and late delegation are usually permitted to speak even with the higher voting threshold that is currently in place.

A review of other regional districts' procedures bylaws found that while two days prior written notice was common for delegations, there was no fixed standard on how to handle late delegations. In some cases, approval of the late delegation is either by the Board, the Chair, or Corporate Officer. When approval is by the Board, the voting threshold varies from unanimous, to two-thirds, to simple majority of members present. When approval is by the Chair or Corporate Officer, it requires the officer be satisfied a potential delegate's circumstances prevented issuance of advance notice. While it is open to the Board to revisit the previous Board's direction, a lower voting threshold is within the range of what is allowed in other jurisdictions and staff anticipate that the impact of this change will be minor.

#### *Climate Implications*

The proposed amendments on electronic meeting and electronic participation may result in a reduction of greenhouse gas emissions by members who would have otherwise driven a personal vehicle to attend a CRD meeting.

#### *Equity, Diversity & Inclusion Implications*

The proposed amendments for allowing electronic participation and electronic meetings will provide a greater opportunity for the inclusion of members across 77 plus CRD Committees and Commissions. The proposed amendments do not set any limits on committee or commission members electronic participation, thus protecting members right to personal privacy as to why they need to attend by electronic means. For some, this may provide more opportunity for members to participate fully in CRD committees and commissions without having to disclose the nature of their personal circumstance or visible or invisible disability.

Furthermore, electronic participation may increase the number of residents interested in serving on a CRD advisory body as travel may have historically been a deterrent for residents outside the core urban areas.

*Financial Implications*

There is a nominal cost to amending the Board Procedures Bylaw as public notice must be given. The process for amending regional district procedure bylaws was revised in 2022 under section 225(2) of the *Local Government Act*. Historically, only written notice to each Director in advance was required. Regional Districts are now required to give public notice in accordance with section 94 of the *Community Charter* describing the proposed changes in general terms.

In accordance with the CRD Public Notice Bylaw and policy, notice will be posted on the CRD website and printed once in Times Colonist. The legislation requires that this notice be posted at least 7 days before the date the bylaw amendment is considered by the CRD Board.

**CONCLUSION**

Staff are directed to prepare a bylaw amending Bylaw No. 3828, “Capital Regional District Board Procedures Bylaw, 2012” to reflect updates to provincial legislation and to address miscellaneous housekeeping updates. The bylaw regulates the conduct of meetings of the CRD Board, its standing and select committees, and other advisory committees and commissions. In 2024, the CRD Board directed staff to report back to the Governance Committee with bylaw amendments to update the provisions for electronic meetings and electronic participation of members. During the previous Board term, a motion with notice was proposed to amend the vote for allowing late delegations from requiring a unanimous vote to a lower threshold of only two-thirds vote. Prior to the Board’s consideration of the amending bylaw for readings and adoption, public notice must be given in accordance with the CRD Public Notice Bylaw.

**RECOMMENDATION**

The Governance and First Nations Relations Committee recommends to the Capital Regional District Board:

That staff be directed to prepare an amending bylaw to the “Capital Regional District Board Procedures Bylaws, 2012” to include the proposed amendments on electronic meetings and electronic participation (Appendix A) and miscellaneous updates (Appendix B).

Submitted by:	Marlene Lagoa, MPA, Manager, Legislative Services & Deputy Corporate Officer
Concurrence:	Kristen Morley, J.D., General Manager, Corporate Services & Corporate Officer
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer

**ATTACHMENT(S)**

- Appendix A: Proposed Amendments - Electronic Meetings and Electronic Participation
- Appendix B: Proposed Amendments – Miscellaneous Updates

## **Appendix A: Proposed Amendments - Electronic Meetings and Electronic Participation**

### **Electronic Participation and Meetings**

*Inserting the following in alphabetical list order under section 1 [Definitions]:*

“Electronic Meeting” means a meeting where all Members, including the Chair, may participate electronically in accordance with the *Regional District Electronic Meetings Regulation B.C. Reg. 271/2005*

“Electronic Participation” means a hybrid meeting where some Members attend in person, and other Members attend by means of electronic or other communication facilities that enable meeting participants and the public to hear, or watch and hear, the meeting proceedings (except for a meeting that is closed to the public) in accordance with the *Regional District Electronic Meetings Regulation B.C. Reg. 271/2005*.

*Replacing sections 29.1 and 29.2 in its entirety with:*

#### **29.1 Electronic Participation at Board, Standing and Select Committees**

- (1) Members must make reasonable efforts to attend meetings in person unless an Electronic Meeting is scheduled in accordance with section 29.2 of this Bylaw.
- (2) When the technical facilities at the meeting location allows, members, except for the Chair or the person presiding, may attend by Electronic Participation in a regular or special meeting by means of electronic or other communication facilities in accordance with the *Regional District Electronic Meetings Regulation B.C. Reg. 271/2005*, and in addition:
  - (a) Members must make reasonable efforts to have a camera on during participation and voting in a meeting;
  - (b) Members must ensure that closed meeting content remains confidential, including but not limited to, having cameras turned on to ensure the Member is in a private location and that quorum is always present during closed session discussion and voting;
  - (c) where facilities or the electronic platform does not allow for a camera, the member will be required to voice their vote to be counted.
- (3) Prior to Electronic Participation in a meeting, a Member must provide written notice to the Chair and Corporate Officer.
- (4) The minutes must record which Members were present in person and those attending by Electronic Participation.

## **29.2 Electronic Meetings at Board, Standing and Select Committees**

- (1) An Electronic Meeting is permitted at the call of the Chair and Corporate Officer due to any of the following circumstances:
  - (a) emergency situations, including but not limited to when a special meeting is called with less than 24 hours advance notice and in accordance with section 220(4) of the *Local Government Act*;
  - (b) public health event that prevents or restricts Members from being able to physically meet in one location; and
  - (c) special circumstance including but not limited to the following:
    - (i) when it is not possible for the Chair to attend the meeting location in person; or
    - (ii) when the facilities to host an in person meeting are not available.
- (2) For all Electronic Meetings, a public viewing room must be open to the public and have a designated officer in attendance.
  - (a) The public viewing room location must be published on the agenda for the Electronic Meeting.

## **29.3 Electronic Participation at Advisory Committees and Commissions**

- (1) Electronic Participation is permitted for Advisory Committees and Commissions in accordance with section 29.1 of this Bylaw.

## **29.4 Electronic Meetings at Advisory Committees and Commissions**

- (1) Electronic Meetings are permitted for Advisory Committees and Commissions in accordance with section 29.2 (1) of this Bylaw.
- (2) In addition to section 29.2 (1) of this Bylaw, Electronic Meetings of Advisory Committees and Commissions are permitted in the following special circumstances:
  - (a) when an Electronic Meeting would ensure quorum to hold a meeting; or
  - (b) when the Advisory Committee or Commission oversees a service that includes:
    - (i) the Southern Gulf Islands Electoral Area; or
    - (ii) more than one Electoral Area.
- (3) A public viewing room must be open to the public and have a staff member in attendance.
  - (a) The public viewing room location must be published on the agenda for the Electronic Meeting.

## Appendix B: Proposed Amendments – Miscellaneous Updates

### Spelling of “2/3”

*Replacing all instances of “two thirds” and “two-thirds” throughout the bylaw with “2/3”:*

12.(2) At a meeting, a Member may, at the time adoption of the agenda is being considered, propose to place an additional item of an emergent or time sensitive nature on the agenda. The item must be added to the agenda only if the resolution is adopted by at least **2/3** of the votes cast.

22.(7)(b) the Members present vote with a **2/3** majority to consider it.

24.(8)(b) if the Member has already spoken for fifteen (15) minutes, the Member who wishes to speak a second time may request to do so by making a motion that must be approved by at least **2/3** of the votes cast by the Board.

36.(2) A bylaw that does not require approval, consent or assent under the Local Government Act or any other Act before it is adopted may be adopted at the same meeting at which it passes third reading, so long as the motion for adoption receives at least **2/3** of the votes cast.

### General Application

*Inserting reference to advisory committees for clarity under section 2.(1):*

2.(1) The provisions of this Bylaw govern the proceedings of the Board, COW, all standing and select committees of the Board and all **advisory committees** and commissions, as applicable.

*Updating reference to latest edition of Robert’s Rules of Order under section 2.(2):*

2.(2) In cases not provided for under this Bylaw, The Newly Revised Robert’s Rules of Order, **12<sup>th</sup>** edition, **2020**, apply to the proceedings of the Board, COW, committees and commissions to the extent that those rules are:

*Updating to reflect new requirement in Local Government Act for public notice to be given under section 94 of the Community Charter:*

2.(3) No provision of this bylaw relating to the procedure of the Board shall be altered unless notice of the proposed amendment is given in accordance with section **225(2)** of the *Local Government Act*.

## **Election of Chair and Vice Chair**

*Correct typographical errors in references to other sections in the CRD Board Procedures Bylaw which have since been amended or renumbered:*

5.(9) In the event that there are more than two candidates for the election of Chair or Vice Chair and if no person receives a majority of the votes of those Members present, the candidate receiving the least number of votes shall be eliminated and subsequent ballots shall be taken until one candidate receives the majority of votes of those Members present; unless there is a tie between the two candidates with the least votes of those Members present, in which case, subsequent ballots shall be taken until one candidate receives the least number of votes of those Members present and is eliminated. If the tie for the least number of votes of those Members present continues after three elections have been held, the candidate who shall be eliminated will be decided by a lot between the candidates as outlined in section 5(10). The voting on subsequent ballots will then proceed without the eliminated candidate until one candidate receives the majority of votes of those Members present.

## **Notice of Special Meetings**

*Amend section 9.(1)(b) to*

- *update reference to correct subsection 220(4) of the Local Government Act*
- *replace "mail" with "circulate" to allow for emailed noticed and reflect language used in the Bylaw on distribution of agendas:*

9.(1) Except where notice of a special meeting is waived by a unanimous vote of all Members under section 220(4) of the *Local Government Act*, before a special meeting of the Board, the Corporate Officer shall:

- (a) at least twenty-four (24) hours in advance, give notice of the general purpose, time, place and date of the meeting by way of a notice posted at the Public Notice Posting Place; and
- (b) at least five (5) days before the meeting, **circulate** to each Member the notice of the general purpose, time, place and date of the meeting.

## **Delegations**

*Amending section 13.(2) by replacing "unanimous" with "2/3":*

13.(2) Where written application has not been received as prescribed in section 13(1), an individual or delegation may address the meeting if approved by a **2/3** vote of the Members present.

*Amending section 13.(5) to reflect changes to public hearing requirements introduced through Bill 44 – 2023 Housing Statutes (Residential Development) Amendment Act, 2023:*

13.(5) The Board shall not permit a delegation to address a meeting of the Board regarding a bylaw in respect of which a public hearing has been held, **is not required to be held, or must not be held, under section 464 of the Local Government Act.**

## **Order of Proceedings and Business**

*Amending section 15.(1) to remove Correspondence as there is no need for a Correspondence subheading as correspondence is circulated to Board Members electronically via the Board Correspondence Portal.. As needed, correspondence items for discussion will be accompanied by a staff report or come forward from a Notice of Motion:*

15.(1) The order of business at all regular meetings shall be as follows:

1. Territorial Acknowledgement
2. Approval of Agenda
3. Adoption of Minutes of Previous Meeting
4. Report of the Chair
5. Presentations/Delegations
6. Consent Agenda
7. Administration Reports
8. Reports of Committees (not included in the Consent Agenda)  
~~— Correspondence~~
9. Bylaws
10. Notice(s) of Motion
11. New Business
12. Motion to close the meeting in accordance with the applicable provisions of the *Community Charter*
13. Adjournment

## **Correspondence**

*Correct typographical error in references to other sections in the CRD Board Procedures Bylaw:*

16.1(2) Any other correspondence to the Board not accounted for in section 16.1(1), including but not limited to written comments received pursuant to section 13(1)(a), may be placed on the meeting agenda at the request of the Chair or such other person who is to preside at the meeting where the correspondence is to be considered, or by way of Notice of Motion made in accordance with section 22(6).

## **Rules of Order**

*Amending section 21.(2) by inserting the word “the” between the words “on” and “motion”:*

21.(2) All questions shall be decided by a vote on **the** motion.

**Bylaw No. 3828 – Electronic Participation Excerpts**  
***Capital Regional District Board Procedures Bylaw, 2012***

**Electronic Participation at Commission Meetings**

- 29.1 (1) A member of a Commission may participate in a regular or special meeting by means of electronic or other communication facilities that:
- (a) enable the meeting's participants to hear, or watch and hear, each other;
  - (b) except for a meeting that is closed to the public, enable the public to hear, or watch and hear, the member participating by electronic or other communication facilities.
- (2) The person presiding at the Commission meeting must not participate electronically.
- (3) A person participating in a Commission meeting electronically is deemed to be present at the meeting as though they were physically present.
- (4) The recording secretary shall record in the minutes the persons present including those participating electronically.
- (5) Subject to section 29.1(9), no more than one person at one time may participate electronically. *(Bylaw No. 4206)*
- (6) The person wishing to participate in a Commission meeting electronically must advise the Corporate Officer at least 24 hours in advance of the meeting;
- (7) Subject to section 29.1(9), if more than one person wishes to participate electronically at a Commission meeting, the Corporate Officer will by lot choose the person who is entitled to participate electronically. *(Bylaw Nos. 4206,4262)*
- (8) Electronic participation will only be permitted where existing technical facilities at the location of the Commission meeting accommodate electronic participation. *(Bylaw No. 3951)*
- (9) Sections 29.1(5) and 29.1(7) do not apply to meetings of a Commission that operates a service that includes the entire Southern Gulf Islands Electoral Area as the service area. *(Bylaw No. 4206)*

**Electronic Participation in case of Emergency or Special Circumstance**

- 29.2 (1) In an emergency, special circumstance, or public health event that prevents or restricts members from being able to physically meet in one location, members or persons appointed by the Board may participate in a meeting by means of electronic or other communication facilities that:
- (a) enable the meeting’s participants to hear, or watch and hear, each other; and,
  - (b) except for a meeting that is closed to the public, enable the public to hear, or watch and hear, the member(s) and person(s) participating by electronic or other communication facilities.
- (2) Meetings called under subsection (1) will be at the call of the Board Chair.
- (3) Special meetings called under subsection (1) will be in accordance with section 9 of this bylaw and will comply with the requirements set out in subsection 2(2)(d) of the *Regional District Electronic Meetings Regulations*, B.C. Reg. 118/2018.

*(Bylaw No. 4353)*

**CAPITAL REGIONAL DISTRICT  
BYLAW NO. 4590**

\*\*\*\*\*

**A BYLAW TO AMEND THE ECONOMIC DEVELOPMENT COMMISSION  
ESTABLISHING BYLAW NO. 1, 1990**

\*\*\*\*\*

**WHEREAS:**

- A. By the adoption of the Bylaw No. 1824, "Economic Development Commission Establishing Bylaw No. 1, 1990", the Board of the Capital Regional District established the funding of economic development commissions as an extended service;
- B. The Board of the Capital Regional District wishes to establish separate services for the promotion of economic development in the Southern Gulf Islands, the Juan de Fuca, and the Salt Spring Island electoral areas, and desires to amend the Bylaw No. 1824 by removing the Southern Gulf Islands Electoral Area, and the Juan de Fuca electoral area, as participating areas in that service;
- C. Concurrently with the adoption of this Economic Development Commission Establishing Bylaw No. 1, 1990, Amending Bylaw No. 4591, the Board of the Capital Regional District has adopted Bylaw No. 4594, "Economic Development Service Establishing Bylaw (Southern Gulf Islands), 2024", and Bylaw No. 4595, "Economic Development Service Establishing Bylaw (Juan de Fuca), 2024", establishing separate promotion of economic development services in the Southern Gulf Islands and Juan de Fuca electoral areas;
- D. The approval of the Inspector of Municipalities has been obtained under section 342 of the *Local Government Act*; and
- E. The directors for Salt Spring Island, the Southern Gulf Islands, and the Juan de Fuca electoral areas, have provided participating area approval by consenting in writing to the adoption of this Bylaw under section 347(2) of the *Local Government Act*.

**NOW THEREFORE** the Regional Board of the Capital Regional District, in open meeting assembled, enacts as follows:

**Amendment to Service Area**

- 1. Section 2 of Bylaw No. 1824, "Economic Development Commission Establishing Bylaw No. 1, 1990", is amended by deleting the text of that section and replacing it with the following:  

"The boundaries of the Service Area are the boundaries of the Salt Spring Island Electoral Area (the "Service Area")."

**Participating Area**

- 2. Section 3 of Bylaw No. 1824 is amended by deleting the text of that section and replacing it with the following:  

"The participating area for this service is the Salt Spring Island Electoral Area."

**Citation**

3. This Bylaw may be cited for all purposes as “Economic Development Commission Establishing Bylaw No. 1, 1990, Amending Bylaw No. 1, 2024”.

READ A FIRST TIME THIS 11<sup>th</sup> day of September, 2024

READ A SECOND TIME THIS 11<sup>th</sup> day of September, 2024

READ A THIRD TIME THIS 11<sup>th</sup> day of September, 2024

RECEIVED PARTICIPATING AREA APPROVAL UNDER SECTION 347(2) OF THE LOCAL GOVERNMENT ACT 9<sup>th</sup> day of October, 2024

APPROVED BY THE INSPECTOR OF MUNICIPALITIES THIS 20<sup>th</sup> day of January, 2025

ADOPTED THIS \_\_\_<sup>th</sup> day of \_\_\_\_\_

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
CORPORATE OFFICER

**CAPITAL REGIONAL DISTRICT  
BYLAW NO. 4591**

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**A BYLAW TO AMEND THE ECONOMIC DEVELOPMENT COMMISSION  
ESTABLISHING BYLAW NO. 1, 1990**

\*\*\*\*\*

**WHEREAS:**

- A. By the adoption of the Economic Development Commission Establishing Bylaw No. 1, 1990, Capital Regional District Bylaw No. 1824, the Board of the Capital Regional District established the Economic Development Commission service as an extended service of the Capital Regional District;
- B. The Board of the Capital Regional District wishes to amend the Economic Development Commission Establishing Bylaw No. 1, 1990, Capital Regional District Bylaw No. 1824, to clarify that the Service includes the authority to undertake a variety of initiatives for the promotion of economic development in the Service Area;
- C. The approval of the Inspector of Municipalities has been obtained under section 342 of the *Local Government Act*; and;
- D. The Salt Spring Island Electoral Area Electoral Area Director has provided participating area approval by consenting in writing to the adoption of this amendment to Economic Development Commission Establishing Bylaw No. 1, 1990, Capital Regional District Bylaw No. 1824.

**NOW THEREFORE** the Regional Board of the Capital Regional District, in open meeting assembled, enacts as follows:

- 1. Sections 4, 5, and 6 of Economic Development Commission Establishing Bylaw No. 1, 1990, Capital Regional District Bylaw No. 1824, are deleted and replaced with the following:
  - “4.1 The service established by this Bylaw includes the promotion of economic development in the Service Area, which may include but is not limited to:
    - (a) the preparation of an economic development strategy for the Service Area;
    - (b) coordinating economic development activities within the Service Area, including marketing programs to encourage new businesses and the retention of existing businesses;
    - (c) liaising with other levels of government, community leaders, the private sector and other stakeholders in relation to economic development within the Service Area;
    - (d) providing services and programs which facilitate and promote economic development within the Service Area; and

- (e) grants and other forms of financial assistance to community organizations, in support of community programs and activities that will promote economic development.
- 4.2 “Promotion of economic development” does not include:
- (a) Assistance to business, commercial, or industrial undertakings, unless authorized by law;
  - (b) Activities for hands-on economic development services, where non-seasonal and longer than a three-year period; and
  - (c) Activities unrelated or unconnected to promotion.
5. The Regional District may enter into contracts with external parties to deliver the Service within the Service Area.
6. As provided in section 378 of the *Local Government Act*, the annual cost of providing the Service shall be recovered by one or more of the following:
- (d) property value taxes imposed in accordance with Division 3 of Part 11 of the *Local Government Act*;
  - (e) fees and charges imposed under section 397 of the *Local Government Act*;
  - (f) revenues raised by other means authorized by the *Local Government Act* or another Act;
  - (g) revenues received by way of agreement, enterprise, gift, grant or otherwise.”

**Citation**

2. This Bylaw may be cited for all purposes as “Economic Development Commission Establishing Bylaw No. 1, 1990, Amending Bylaw No. 2, 2024”.

READ A FIRST TIME THIS 11<sup>th</sup> day of September, 2024

READ A SECOND TIME THIS 11<sup>th</sup> day of September, 2024

READ A THIRD TIME THIS 11<sup>th</sup> day of September, 2024

RECEIVED PARTICIPATING AREA APPROVAL  
UNDER SECTION 347(2) OF THE  
*LOCAL GOVERNMENT ACT* 16<sup>th</sup> day of January, 2025

APPROVED BY THE INSPECTOR OF  
MUNICIPALITIES THIS 20<sup>th</sup> day of January, 2025

ADOPTED THIS \_\_\_<sup>th</sup> day of \_\_\_\_\_

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
CORPORATE OFFICER

**CAPITAL REGIONAL DISTRICT  
BYLAW NO. 4594**

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**A BYLAW TO ESTABLISH THE SOUTHERN GULF ISLANDS ELECTORAL AREA  
ECONOMIC DEVELOPMENT SERVICE**

\*\*\*\*\*

**WHEREAS:**

- A. Under section 332 of the *Local Government Act*, a Regional District may operate any service the Board considers necessary or desirable for all or part of the Regional District;
- B. The Board of the Capital Regional District wishes to establish a service for the promotion of economic development in the Southern Gulf Islands Electoral Area;
- C. Section 275(1)(c) of the *Local Government Act* provides that a Regional District may operate the service of providing capital financing for high-speed internet service to an area without access to high-speed internet service, and the Board of the Capital Regional District considers that the provision of high-speed internet service is essential to the promotion of economic development within the Southern Gulf Islands Electoral Area;
- D. The approval of the Inspector of Municipalities has been obtained under section 342 of the *Local Government Act*; and
- E. The Southern Gulf Islands Electoral Area Director has provided participating area approval by consenting in writing under s. 347(2) of the *Local Government Act*.

**NOW THEREFORE** the Regional Board of the Capital Regional District, in open meeting assembled, enacts as follows:

**Service**

- 1. The service established by this Bylaw is a service for the promotion of economic development in the Service Area, which may include but is not limited to:
  - (a) the preparation of an economic development strategy for the Service Area;
  - (b) coordinating economic development activities within the Service Area, including marketing programs to encourage new businesses and the retention of existing businesses;
  - (c) liaising with other levels of government, community leaders, the private sector and other stakeholders in relation to economic development within the Service Area;
  - (d) providing services and programs which facilitate and promote economic development within the Service Area;
  - (e) grants and other forms of financial assistance to community organizations, in support of community programs and activities that will promote economic

- development;
- (f) providing capital financing for high-speed internet service within the Service Area; and
  - (g) the use of revenue earned under an agreement with the recipient of capital financing for high-speed internet service to fund economic development initiatives within the Service Area.
2. "Promotion of economic development" does not include:
- a. Assistance to business, commercial, or industrial undertakings, unless authorized by law;
  - b. Activities for hands-on economic development services, where non-seasonal and longer than a three-year period; and
  - c. Activities unrelated or unconnected to promotion.
3. The Regional District may enter into contracts with external parties to deliver the Service within the Service Area.

### **Boundaries**

4. The boundaries of the Service Area are the boundaries of the Southern Gulf Islands Electoral Area (the "Service Area").

### **Participating Areas**

5. The participating area for this service is the Southern Gulf Islands Electoral Area.

### **Cost Recovery**

6. As provided in section 378 of the *Local Government Act*, the annual cost of providing the Service shall be recovered by one or more of the following:
- (a) property value taxes imposed in accordance with Division 3 of Part 11 of the *Local Government Act*;
  - (b) fees and charges imposed under section 397 of the *Local Government Act*;
  - (c) revenues raised by other means authorized by the *Local Government Act* or another Act;
  - (d) revenues received by way of agreement, enterprise, gift, grant or otherwise.

**Citation**

7. This Bylaw may be cited for all purposes as “Economic Development Service Establishing Bylaw (Southern Gulf Islands) No. 1, 2024”.

READ A FIRST TIME THIS	11 <sup>th</sup>	day of	September,	2024
READ A SECOND TIME THIS	11 <sup>th</sup>	day of	September,	2024
READ A THIRD TIME THIS	11 <sup>th</sup>	day of	September,	2024
RECEIVED PARTICIPATING AREA APPROVAL UNDER S. 347(2) OF THE <i>LOCAL GOVERNMENT ACT</i> THIS	9 <sup>th</sup>	day of	October,	2024
APPROVED BY THE INSPECTOR OF MUNICIPALITIES THIS	20 <sup>th</sup>	day of	January,	2025
ADOPTED THIS	th	day of		20__

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
CORPORATE OFFICER

**CAPITAL REGIONAL DISTRICT  
BYLAW NO. 4595**

\*\*\*\*\*  
**A BYLAW TO ESTABLISH THE JUAN DE FUCA ELECTORAL AREA ECONOMIC  
DEVELOPMENT SERVICE**  
\*\*\*\*\*

**WHEREAS:**

- A. Under section 332 of the *Local Government Act* a Regional District may operate any service the Board considers necessary or desirable for all or part of the Regional District;
- B. The Board of the Capital Regional District wishes to establish a service for the promotion of economic development in the Juan de Fuca Electoral Area;
- C. The approval of the Inspector of Municipalities has been obtained under section 342 of the *Local Government Act*; and
- D. The Juan de Fuca Electoral Area Director has provided participating area approval by consenting in writing under s. 347(2) of the *Local Government Act*.

**NOW THEREFORE** the Regional Board of the Capital Regional District, in open meeting assembled, enacts as follows:

**Service**

- 1. The service established by this Bylaw is a service for the promotion of economic development in the Service Area, which may include but is not limited to:
  - (a) the preparation of an economic development strategy for the Service Area;
  - (b) coordinating economic development activities within the Service Area, including marketing programs to encourage new businesses and the retention of existing businesses;
  - (c) liaising with other levels of government, community leaders, the private sector and other stakeholders in relation to economic development within the Service Area;
  - (d) providing services and programs which facilitate and promote economic development within the Service Area; and
  - (e) grants and other forms of financial assistance to community organizations, in support of community programs and activities that will promote economic development.

2. "Promotion of economic development" does not include:
  - a. Assistance to business, commercial, or industrial undertakings, unless authorized by law;
  - b. Activities for hands-on economic development services, where non-seasonal and longer than a three-year period; and
  - c. Activities unrelated or unconnected to promotion.
3. The Regional District may enter into contracts with external parties to deliver the Service within the Service Area.

### **Boundaries**

4. The boundaries of the Service Area are the boundaries of the Juan de Fuca Electoral Area (the "Service Area").

### **Participating Areas**

5. The participating area for this service is the Juan de Fuca Electoral Area.

### **Cost Recovery**

6. As provided in section 378 of the *Local Government Act*, the annual cost of providing the Service shall be recovered by one or more of the following:
  - (a) property value taxes imposed in accordance with Division 3 of Part 11 of the *Local Government Act*;
  - (b) fees and charges imposed under section 397 of the *Local Government Act*;
  - (c) revenues raised by other means authorized by the *Local Government Act* or another Act;
  - (d) revenues received by way of agreement, enterprise, gift, grant or otherwise.

**Citation**

6. This Bylaw may be cited for all purposes as “Economic Development Service Establishing Bylaw (Juan de Fuca) No. 1, 2024”.

READ A FIRST TIME THIS	11 <sup>th</sup>	day of	September,	2024
READ A SECOND TIME THIS	11 <sup>th</sup>	day of	September,	2024
READ A THIRD TIME THIS	11 <sup>th</sup>	day of	September,	2024
RECEIVED PARTICIPATING AREA APPROVAL UNDER S. 347(2) OF THE <i>LOCAL GOVERNMENT ACT</i> THIS	9 <sup>th</sup>	day of	October,	2024
APPROVED BY THE INSPECTOR OF MUNICIPALITIES THIS	20 <sup>th</sup>	day of	January,	2025
ADOPTED THIS	th	day of		20__

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CHAIR

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CORPORATE OFFICER